a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Gulf Coast Underground LLC

By: (b) (6)

Name: Spencer Tuell *(typed or printed)*

Title: President *(typed or printed)*

Date: 7/20/21 *(typed or printed)*

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: (b) (6) *(individual's signature)*

Name: Denise Davis *(typed or printed)*

Title: Contracts Manager *(typed or printed)*

Date: 7/20/21 *(typed or printed)*

Address for giving notices: (b) (6)

Bidder's Contact:

Name: Denise Davis *(typed or printed)*

Title: Contracts Manager *(typed or printed)*

Phone: (b) (6)

Email: (b) (6) @gulfcoastunderground.com

Address: (b) (6)

Bidder's Contractor License No.: (if applicable) (b) (4)

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The Waterworks and Sewer Board of the City of Uniontown**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

G. [List other documents and edit above as pertinent].Basis of Bid—Lump Sum Bid and Unit Prices

2.02 *Lump Sum Bid and Unit Prices*

2.03 Bidder will perform the following Work at the indicated unit prices: **Collection System Rehabilitation**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	(b) (4)	
2	Temporary Traffic Control, Signs, & Barricades	LS	1		
3	Sanitary Sewer Force Main 4" C900 DR 25	LF	5,324		
4	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)	LF	2,012		
5	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut)	LF	552		
6	Sanitary Sewer Gravity Main 8" SDR 26 PVC (10.1'-14' Cut)	LF	571		

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7	Sanitary Sewer Gravity Main 8" SDR 26 PVC (14.1'-20' Cut)	LF	871	$	(b) (4)
8	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)- **Asphalt**	LF	300	$	
9	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut) **Asphalt**	LF	320	$	
10	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut)	LF	241	$	
11	Sanitary Sewer Gravity Main 10" SDR 26 PVC (6.1'-10' Cut)	LF	2,814	$	
12	Sanitary Sewer Gravity Main 10" SDR 26 PVC (10.1'-14' Cut)	LF	2,070	$	
13	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut) **Asphalt**	LF	129	$	
14	4" or 6" Diversion Pumping	Day	25	$	
15	Sanitary Sewer TV/Cleaning for Main Line 6"-12"	LF	89,688	$	
16	Sanitary Sewer TV/Cleaning for Main Line 12.1"-18"	LF	8,945	$	
17	Excessive Heavy Debris Cleaning (more than three passes with a jetter)	LF	24,634	$	
18	Root Cutting	Each	25	$	
19	Removal of Obstructions	Each	25	$	
20	Protruding Tap Trimming	Each	70	$	
21	Tuberculation Removal	LF	2,000	$	
22	CIPP- 6"- 9.5" DIA Pipe	LF	65,433	$	
23	CIPP-10"-11.5" DIA Pipe	LF	1,445	$	
24	CIPP-12"-13.5" DIA Pipe	LF	907	$	
25	CIPP-17.5"- 19.5" DIA Pipe	LF	8,845	$	
26	CIPP Point Repair up to 6 ' (6"-12"Pipe)	Each	15	$	
27	CIPP Point Repair up to 6 ' (12.1"-18"Pipe)	Each	5	$	
28	Lateral Reinstatement (Internal)	Each	1,291	$	
29	8"- 9.5" End Seal	Each	668	$	
30	10"- 11.5" End Seal	Each	10	$	
31	12"-13.5" End Seal	Each	10	$	
32	18"- 19.5" End Seal	Each	60	$	
33	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)	Each	5	$	

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34	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)	Each	1	$	(b) (4)
35	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)	Each	9	$	
36	Sewer Main Point Repair (8" DIA) (8 LF) (12.1' -15'Cut)	Each	2	$	
37	Sewer Main Point Repair (18" DIA) (8 LF) (10.1'- 12'Cut)	Each	2	$	
38	Sewer Main Point Repair (18" DIA) (8 LF) (12.1'-15'Cut)	Each	2		
39	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')	Each	3	$	
40	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)-**ASHPALT**	Each	8	$	
41	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)-**ASPHALT**	Each	15	$	
42	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)-**ASPHALT**	Each	1	$	
43	Sewer Main Point Repair (10" DIA) (8 LF) (12.1' -15'Cut)-**ASPHALT**	Each	1	$	
44	Sewer Main Point Repair (18" DIA) (8 LF) (10.1' + 12'Cut)-**ASPHALT**	Each	2	$	
45	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')-**ASPHALT**	Each	4	$	
46	Lateral Service Line Replacement 4" PVC Schedule 40 (0-8'Cut)	LF	10,000	$	
47	Lateral Service Line Replacement 4" PVC Schedule 40 (8.1'-12'Cut)	LF	8,000	$	
48	Lateral Service Line Replacement 4" PVC Schedule 40 (12.1'-20'Cut)	LF	4,000	$	
49	DELETED				
50	DELETED				
51	CIPP 4" & 6" Setup & Line Lateral up to 3 LF	Each	1,011	$	
52	CIPP 4" & 6" lateral beyond 3 LF	LF	46,334	$	
53	Cap Lateral/CIPP up to 15 feet	Each	280	$	
54	Lateral Reconnection Repair (0-6')	Each	28	$	
55	Lateral Reconnection Repair (6.1'-10')	Each	3	$	
56	Lateral Reconnection Repair (10.1'-14')	Each	5	$	
57	Lateral Reconnection Repair (14.1-20')	Each	4	$	
58	Lateral Reconnection Repair (0-6') **ASPHALT**	Each	14	$	
59	Lateral Reconnection Repair (6.1'-10') **ASPHALT**	Each	20	$	

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60	Lateral Reconnection Repair (10.1'-14') **ASPHALT**	Each	10	(b) (4)
61	Lateral Reconnection Repair (14.1-20') **ASPHALT**	Each	2	
62	Chemical Grout Lateral/Main Connection(setup) (up to 5 gal)	Each	331	
63	Additional Chemical Grout Lateral/Main above 5 gal.	GAL	100	
64	Manhole CIPP TYPE (I) 48"°	VF	201	
65	Manhole CIPP TYPE (II) 48"°	VF	609	
66	Manhole CIPP TYPE (II) 54"°	VF	48	
67	Manhole CIPP TYPE (III) 48"°	VF	203	
68	Manhole CIPP TYPE (III) 54"°	VF	21	
69	Manhole CIPP TYPE (IV) 48"°	VF	108	
70	Manhole CIPP Bench Rebuild	Each	72	
71	Manhole Remove Spray On Liner	Each	22	
72	Chemical Grout Manhole Setup (includes up to 5 Gal)	Each	75	
73	Additional Chemical Grout Manhole above 5 gal	GAL	300	
74	Locate, Raise, and Reset Manhole Frame & Cover Under Asphalt	Each	21	
75	Locate, Raise, and Reset Manhole Frame & Cover not Under Asphalt	Each	52	
76	4' DIA Precast Concrete Manhole (Standard) 0-6'	Each	7	
77	4' DIA Precast Concrete Manhole (Standard) 6'-8'	Each	4	
78	4' DIA Precast Concrete Manhole (Standard) 8'-10'	Each	7	
79	4' DIA Precast Concrete Manhole (Standard) 10'-12'	Each	6	
80	DELETED			
81	DELETED			
82	DELETED			
83	Erosion Control Management & Maintenance	LS	1	
84	10" PVC Class 200 Water Line	LF	444	
85	8" X 6" Elbow 90° with wet connection	Each	1	
86	10" x 6" T with wet connection	Each	1	

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87	8" MJ Cap	Each	2	$	(b) (4)
88	10" Tapping Sleeve and Valve	Each	1	$	
89	6" Gate Valve	Each	2	$	
90	20" Steel Casing (Jack & Bore)	LF	99	$	
91	16" Steel Casing (Jack & Bore)	LF	85	$	
92	8" Steel Casing (Jack & Bore)	LF	40	$	
93	Standard Ring & Cover Replacement 24"-26"	Each	20	$	
94	15 " RCP Pipe	LF	63	$	
95	15" RCP Pipe Removal	LF	80		
96	New Lift Station	LS	1	$	
97	Abandon Manhole	Each	8	$	
98	Remove & Reset Fencing All types	LF	200	$	
99	4" x 8" PVC WYE	Each	31	$	
100	4"x10" PVC WYE	Each	21	$	
101	Abandon Waterline Grout Filled	LF	813	$	
102	Warranty Inspection Cleaning & CCTV inspections of Sewer Mains & Laterals	LS	1	$	
103	Obtain all State, Federal, and Local permits required to perform the work including Norfolk Southern for ROW access.	LS	1	$	
104	Pipe Burst- 8" Fusible PVC pipe	LF	367	$	
105	Additional Cost for Asphalt replacement on items #46, #47, and # 48	SF	4,000	$	
106	Replace Item #49 with Lateral TV/Cleaning – from Main	Each	936	$	
107	Replace Item #50 with Lateral TV/Cleaning – from Cleanout	Each	296	$	
108	Additional cost for Asphalt replacement for Items #76, #77, #78, and # 79	SF	4,000	$	
109	12" CMP Driveway Culvert Replacement	LF	110	$	
110	12" RCP Driveway Culvert Replacement	LF	76	$	
111	12" HDPE Driveway Culvert Replacement	LF	75	$	
112	15" RCP Driveway Culvert Replacement	LF	24	$	
113	5' Wide Sidewalk Replacement	SF	4100	$	

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114	4" ABS Double Cleanout assembly (0-6') placed in soil	Each	650	(b) (4)
115	4" ABS Double Cleanout assembly (6.1-12') placed in soil	Each	250	
116	ABS Double Cleanout assembly placed in Concrete or Asphalt(in addition to 114 & 115	Each	36	
Total of All Lump Sum and Unit Price Bid Items				

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	July 12, 2021
2	July 21, 2021
3	July 21, 2021
4	July 22, 2021

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ARTICLE 5—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: (b) (6), (b) (4)

(printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: July 26, 2021

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: (b) (6), (b) (4)

(signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: July 26, 2021

(typed or printed)

Address for giving notices: (b) (6)

Bidder's Contact:

Name: (b) (6), (b) (4)

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) (b) (4)

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: The Waterworks and Sewer Board of the City of Uniontown

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

G. [List other documents and edit above as pertinent].Basis of Bid—Lump Sum Bid and Unit Prices

2.02 *Lump Sum Bid and Unit Prices*

2.03 Bidder will perform the following Work at the indicated unit prices: Collection System Rehabilitation

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	(b) (4)	
2	Temporary Traffic Control, Signs, & Barricades	LS	1		
3	Sanitary Sewer Force Main 4" C900 DR 25	LF	5,324		
4	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)	LF	2,012		
5	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut)	LF	552		
6	Sanitary Sewer Gravity Main 8" SDR 26 PVC (10.1'-14' Cut)	LF	571		

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7	Sanitary Sewer Gravity Main 8" SDR 26 PVC (14.1'-20' Cut)	LF	871	$	(b) (4)
8	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)- Asphalt	LF	300	$	
9	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut) Asphalt	LF	320	$	
10	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut)	LF	241	$	
11	Sanitary Sewer Gravity Main 10" SDR 26 PVC (6.1'-10' Cut)	LF	2,814	$	
12	Sanitary Sewer Gravity Main 10" SDR 26 PVC (10.1'-14' Cut)	LF	2,070	$	
13	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut) Asphalt	LF	129	$	
14	4" or 6" Diversion Pumping	Day	25	$	
15	Sanitary Sewer TV/Cleaning for Main Line 6"-12"	LF	89,688	$	
16	Sanitary Sewer TV/Cleaning for Main Line 12.1"-18"	LF	8,945	$	
17	Excessive Heavy Debris Cleaning (more than three passes with a jetter)	LF	24,634	$	
18	Root Cutting	Each	25	$	
19	Removal of Obstructions	Each	25	$	
20	Protruding Tap Trimming	Each	70	$	
21	Tuberculation Removal	LF	2,000	$	
22	CIPP- 6"- 9.5" DIA Pipe	LF	65,433	$	
23	CIPP-10"-11.5" DIA Pipe	LF	1,445	$	
24	CIPP-12"-13.5" DIA Pipe	LF	907	$	
25	CIPP-17.5"- 19.5" DIA Pipe	LF	8,845	$	
26	CIPP Point Repair up to 6 ' (6"-12"Pipe)	Each	15	$	
27	CIPP Point Repair up to 6 ' (12.1"-18"Pipe)	Each	5	$	
28	Lateral Reinstatement (Internal)	Each	1,291	$	
29	8"- 9.5" End Seal	Each	668	$	
30	10"- 11.5" End Seal	Each	10	$	
31	12"-13.5" End Seal	Each	10	$	
32	18"- 19.5" End Seal	Each	60	$	
33	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)	Each	5	$	

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34	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)	Each	1	$
35	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)	Each	9	$
36	Sewer Main Point Repair (8" DIA) (8 LF) (12.1' -15'Cut)	Each	2	$
37	Sewer Main Point Repair (18" DIA) (8 LF) (10.1'- 12'Cut)	Each	2	$
38	Sewer Main Point Repair (18" DIA) (8 LF) (12.1'-15'Cut)	Each	2	
39	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')	Each	3	$
40	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)-ASHPALT	Each	8	$
41	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)-ASPHALT	Each	15	$
42	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)-ASPHALT	Each	1	$
43	Sewer Main Point Repair (10" DIA) (8 LF) (12.1' -15'Cut)-ASPHALT	Each	1	$
44	Sewer Main Point Repair (18" DIA) (8 LF) (10.1' + 12'Cut)-ASPHALT	Each	2	$
45	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')-ASPHALT	Each	4	$
46	Lateral Service Line Replacement 4" PVC Schedule 40 (0-8'Cut)	LF	10,000	$
47	Lateral Service Line Replacement 4" PVC Schedule 40 (8.1'-12'Cut)	LF	8,000	$
48	Lateral Service Line Replacement 4" PVC Schedule 40 (12.1'-20'Cut)	LF	4,000	$
49	DELETED			
50	DELETED			
51	CIPP 4" & 6" Setup & Line Lateral up to 3 LF	Each	1,011	$
52	CIPP 4" & 6" lateral beyond 3 LF	LF	46,334	$
53	Cap Lateral/CIPP up to 15 feet	Each	280	$
54	Lateral Reconnection Repair (0-6')	Each	28	$
55	Lateral Reconnection Repair (6.1'-10')	Each	3	$
56	Lateral Reconnection Repair (10.1'-14')	Each	5	$
57	Lateral Reconnection Repair (14.1-20')	Each	4	$
58	Lateral Reconnection Repair (0-6') ASPHALT	Each	14	$
59	Lateral Reconnection Repair (6.1'-10') ASPHALT	Each	20	$

(b) (4)

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60	Lateral Reconnection Repair (10.1'-14') ASPHALT	Each	10	(b) (4)
61	Lateral Reconnection Repair (14.1-20') ASPHALT	Each	2	
62	Chemical Grout Lateral/Main Connection(setup) (up to 5 gal)	Each	331	
63	Additional Chemical Grout Lateral/Main above 5 gal.	GAL	100	
64	Manhole CIPP TYPE (I) 48"°	VF	201	
65	Manhole CIPP TYPE (II) 48"°	VF	609	
66	Manhole CIPP TYPE (II) 54"°	VF	48	
67	Manhole CIPP TYPE (III) 48"°	VF	203	
68	Manhole CIPP TYPE (III) 54"°	VF	21	
69	Manhole CIPP TYPE (IV) 48"°	VF	108	
70	Manhole CIPP Bench Rebuild	Each	72	
71	Manhole Remove Spray On Liner	Each	22	
72	Chemical Grout Manhole Setup (includes up to 5 Gal)	Each	75	
73	Additional Chemical Grout Manhole above 5 gal	GAL	300	
74	Locate, Raise, and Reset Manhole Frame & Cover Under Asphalt	Each	21	
75	Locate, Raise, and Reset Manhole Frame & Cover not Under Asphalt	Each	52	
76	4' DIA Precast Concrete Manhole (Standard) 0-6'	Each	7	
77	4' DIA Precast Concrete Manhole (Standard) 6'-8'	Each	4	
78	4' DIA Precast Concrete Manhole (Standard) 8'-10'	Each	7	
79	4' DIA Precast Concrete Manhole (Standard) 10'-12'	Each	6	
80	DELETED			
81	DELETED			
82	DELETED			
83	Erosion Control Management & Maintenance	LS	1	
84	10" PVC Class 200 Water Line	LF	444	
85	8" X 6" Elbow 90° with wet connection	Each	1	
86	10" x 6" T with wet connection	Each	1	

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87	8" MJ Cap	Each	2	(b) (4)
88	10" Tapping Sleeve and Valve	Each	1	
89	6" Gate Valve	Each	2	
90	20" Steel Casing (Jack & Bore)	LF	99	
91	16" Steel Casing (Jack & Bore)	LF	85	
92	8" Steel Casing (Jack & Bore)	LF	40	
93	Standard Ring & Cover Replacement 24"-26"	Each	20	
94	15 " RCP Pipe	LF	63	
95	15" RCP Pipe Removal	LF	80	
96	New Lift Station	LS	1	
97	Abandon Manhole	Each	8	
98	Remove & Reset Fencing All types	LF	200	
99	4" x 8" PVC WYE	Each	31	
100	4"x10" PVC WYE	Each	21	
101	Abandon Waterline Grout Filled	LF	813	
102	Warranty Inspection Cleaning & CCTV inspections of Sewer Mains & Laterals	LS	1	
103	Obtain all State, Federal, and Local permits required to perform the work including Norfolk Southern for ROW access.	LS	1	
104	Pipe Burst- 8" Fusible PVC pipe	LF	367	
105	Additional Cost for Asphalt replacement on items #46, #47, and # 48	SF	4,000	
106	Replace Item #49 with Lateral TV/Cleaning – from Main	Each	936	
107	Replace Item #50 with Lateral TV/Cleaning – from Cleanout	Each	296	
108	Additional cost for Asphalt replacement for Items #76, #77, #78, and # 79	SF	4,000	
109	12" CMP Driveway Culvert Replacement	LF	110	
110	12" RCP Driveway Culvert Replacement	LF	76	
111	12" HDPE Driveway Culvert Replacement	LF	75	
112	15" RCP Driveway Culvert Replacement	LF	24	
113	5' Wide Sidewalk Replacement	SF	4100	

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114	4" ABS Double Cleanout assembly (0-6') placed in soil	Each	650	
115	4" ABS Double Cleanout assembly (6.1-12') placed in soil	Each	250	
116	ABS Double Cleanout assembly placed in Concrete or Asphalt(in addition to 114 & 115	Each	36	
Total of All Lump Sum and Unit Price Bid Items				

(b) (4)

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
One (1)	July 12, 2021
Two (2)	July 21, 2021
Three (3)	July 21, 2021
Four (4)	July 22, 2021

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ARTICLE 5—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: (b) (4), (b) (6)

By:

Name:

Title:

(typed or printed)

Date: July 26, 2021

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: (b) (4), (b) (6)

Name:

Title:

(typed or printed)

Date: July 26, 2021

(typed or printed)

Address for giving notices:

(b) (4), (b) (6)

Bidder's Contact:

Name: (b) (4), (b) (6)

Title:

Phone:

Email:

Address:

Bidder's Co

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The Waterworks and Sewer Board of the City of Uniontown**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontrac (b) (4)

C. List of Proposed Suppliers;

D. Evidence of authority to do such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

G. [List other documents and edit above as pertinent].Basis of Bid—Lump Sum Bid and Unit Prices

2.02 *Lump Sum Bid and Unit Prices*

2.03 Bidder will perform the following Work at the indicated unit prices: **Collection System Rehabilitation**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	(b) (4)	
2	Temporary Traffic Control, Signs, & Barricades	LS	1		
3	Sanitary Sewer Force Main 4" C900 DR 25	LF	5,324		
4	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)	LF	2,012		
5	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut)	LF	552		
6	Sanitary Sewer Gravity Main 8" SDR 26 PVC (10.1'-14' Cut)	LF	571		

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7	Sanitary Sewer Gravity Main 8" SDR 26 PVC (14.1'-20' Cut)	LF	871	$	(b) (4)
8	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)- Asphalt	LF	300	$	
9	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut) Asphalt	LF	320	$	
10	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut)	LF	241	$	
11	Sanitary Sewer Gravity Main 10" SDR 26 PVC (6.1'-10' Cut)	LF	2,814	$	
12	Sanitary Sewer Gravity Main 10" SDR 26 PVC (10.1'-14' Cut)	LF	2,070	$	
13	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut) Asphalt	LF	129	$	
14	4" or 6" Diversion Pumping	Day	25	$	
15	Sanitary Sewer TV/Cleaning for Main Line 6"-12"	LF	89,688	$	
16	Sanitary Sewer TV/Cleaning for Main Line 12.1"-18"	LF	8,945	$	
17	Excessive Heavy Debris Cleaning (more than three passes with a jetter)	LF	24,634	$	
18	Root Cutting	Each	25	$	
19	Removal of Obstructions	Each	25	$	
20	Protruding Tap Trimming	Each	70	$	
21	Tuberculation Removal	LF	2,000	$	
22	CIPP- 6"- 9.5" DIA Pipe	LF	65,433	$	
23	CIPP-10"-11.5" DIA Pipe	LF	1,445	$	
24	CIPP-12"-13.5" DIA Pipe	LF	907	$	
25	CIPP-17.5"- 19.5" DIA Pipe	LF	8,845	$	
26	CIPP Point Repair up to 6 ' (6"-12"Pipe)	Each	15	$	
27	CIPP Point Repair up to 6 ' (12.1"-18"Pipe)	Each	5	$	
28	Lateral Reinstatement (Internal)	Each	1,291	$	
29	8"- 9.5" End Seal	Each	668	$	
30	10"- 11.5" End Seal	Each	10	$	
31	12"-13.5" End Seal	Each	10	$	
32	18"- 19.5" End Seal	Each	60	$	
33	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)	Each	5	$	

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34	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)	Each	1
35	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)	Each	9
36	Sewer Main Point Repair (8" DIA) (8 LF) (12.1' -15'Cut)	Each	2
37	Sewer Main Point Repair (18" DIA) (8 LF) (10.1'- 12'Cut)	Each	2
38	Sewer Main Point Repair (18" DIA) (8 LF) (12.1'-15'Cut)	Each	2
39	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')	Each	3
40	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)-ASHPALT	Each	8
41	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)-ASPHALT	Each	15
42	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)-ASPHALT	Each	1
43	Sewer Main Point Repair (10" DIA) (8 LF) (12.1' -15'Cut)-ASPHALT	Each	1
44	Sewer Main Point Repair (18" DIA) (8 LF) (10.1' + 12'Cut)-ASPHALT	Each	2
45	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')-ASPHALT	Each	4
46	Lateral Service Line Replacement 4" PVC Schedule 40 (0-8'Cut)	LF	10,000
47	Lateral Service Line Replacement 4" PVC Schedule 40 (8.1'-12'Cut)	LF	8,000
48	Lateral Service Line Replacement 4" PVC Schedule 40 (12.1'-20'Cut)	LF	4,000
49	DELETED		
50	DELETED		
51	CIPP 4" & 6" Setup & Line Lateral up to 3 LF	Each	1,011
52	CIPP 4" & 6" lateral beyond 3 LF	LF	46,334
53	Cap Lateral/CIPP up to 15 feet	Each	280
54	Lateral Reconnection Repair (0-6')	Each	28
55	Lateral Reconnection Repair (6.1'-10')	Each	3
56	Lateral Reconnection Repair (10.1'-14')	Each	5
57	Lateral Reconnection Repair (14.1-20')	Each	4
58	Lateral Reconnection Repair (0-6') ASPHALT	Each	14
59	Lateral Reconnection Repair (6.1'-10') ASPHALT	Each	20

(b) (4)

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60	Lateral Reconnection Repair (10.1'-14') ASPHALT	Each	10	$
61	Lateral Reconnection Repair (14.1-20') ASPHALT	Each	2	$
62	Chemical Grout Lateral/Main Connection(setup) (up to 5 gal)	Each	331	$
63	Additional Chemical Grout Lateral/Main above 5 gal.	GAL	100	$
64	Manhole CIPP TYPE (I) 48"°	VF	201	$
65	Manhole CIPP TYPE (II) 48"°	VF	609	$
66	Manhole CIPP TYPE (II) 54"°	VF	48	$
67	Manhole CIPP TYPE (III) 48"°	VF	203	$
68	Manhole CIPP TYPE (III) 54"°	VF	21	$
69	Manhole CIPP TYPE (IV) 48"°	VF	108	$
70	Manhole CIPP Bench Rebuild	Each	72	$
71	Manhole Remove Spray On Liner	Each	22	$
72	Chemical Grout Manhole Setup (includes up to 5 Gal)	Each	75	$
73	Additional Chemical Grout Manhole above 5 gal	GAL	300	$
74	Locate, Raise, and Reset Manhole Frame & Cover Under Asphalt	Each	21	$
75	Locate, Raise, and Reset Manhole Frame & Cover not Under Asphalt	Each	52	$
76	4' DIA Precast Concrete Manhole (Standard) 0-6'	Each	7	$
77	4' DIA Precast Concrete Manhole (Standard) 6'-8'	Each	4	$
78	4' DIA Precast Concrete Manhole (Standard) 8'-10'	Each	7	$
79	4' DIA Precast Concrete Manhole (Standard) 10'-12'	Each	6	$
80	DELETED			
81	DELETED			
82	DELETED			
83	Erosion Control Management & Maintenance	LS	1	$
84	10" PVC Class 200 Water Line	LF	444	$
85	8" X 6" Elbow 90° with wet connection	Each	1	$
86	10" x 6" T with wet connection	Each	1	$

(b) (4)

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87	8" MJ Cap	Each	2	$	(b) (4)
88	10" Tapping Sleeve and Valve	Each	1	$	
89	6" Gate Valve	Each	2	$	
90	20" Steel Casing (Jack & Bore)	LF	99	$	
91	16" Steel Casing (Jack & Bore)	LF	85	$	
92	8" Steel Casing (Jack & Bore)	LF	40	$	
93	Standard Ring & Cover Replacement 24"-26"	Each	20	$	
94	15 " RCP Pipe	LF	63	$	
95	15" RCP Pipe Removal	LF	80		
96	New Lift Station	LS	1	$	
97	Abandon Manhole	Each	8	$	
98	Remove & Reset Fencing All types	LF	200	$	
99	4" x 8" PVC WYE	Each	31	$	
100	4"x10" PVC WYE	Each	21	$	
101	Abandon Waterline Grout Filled	LF	813	$	
102	Warranty Inspection Cleaning & CCTV inspections of Sewer Mains & Laterals	LS	1	$	
103	Obtain all State, Federal, and Local permits required to perform the work including Norfolk Southern for ROW access.	LS	1	$	
104	Pipe Burst- 8" Fusible PVC pipe	LF	367	$	
105	Additional Cost for Asphalt replacement on items #46, #47, and # 48	SF	4,000	$	
106	Replace Item #49 with Lateral TV/Cleaning – from Main	Each	936	$	
107	Replace Item #50 with Lateral TV/Cleaning – from Cleanout	Each	296	$	
108	Additional cost for Asphalt replacement for Items #76, #77, #78, and # 79	SF	4,000	$	
109	12" CMP Driveway Culvert Replacement	LF	110	$	
110	12" RCP Driveway Culvert Replacement	LF	76	$	
111	12" HDPE Driveway Culvert Replacement	LF	75	$	
112	15" RCP Driveway Culvert Replacement	LF	24	$	
113	5' Wide Sidewalk Replacement	SF	4100	$	

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114	4" ABS Double Cleanout assembly (0-6') placed in soil	Each	650	(b) (4)
115	4" ABS Double Cleanout assembly (6.1-12') placed in soil	Each	250	
116	ABS Double Cleanout assembly placed in Concrete or Asphalt(in addition to 114 & 115	Each	36	
Total of All Lump Sum and Unit Price Bid Items				

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	7-12-21
2	7-21-21
3	7-21-21
4	7-22-21

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(b) (6) 7-22-2 (b) (6)

ARTICLE 5—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: (b) (4), (b) (5)

By:

Name:

Title:

(typed or printed)

Date: 7-26-21
(typed or printed)

If Bidder is a corporati

Attest: (b) (4), (b) (6)

Name:

Title:

Date: 7-26-21
(typed or printed)

Address for giving notices: (b) (4), (b) (6)

Bidder's Contact:

Name: (b) (4), (b) (6)

Title:

Phone:

Email:

Address:

Bidder's Contractor Licer

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The Waterworks and Sewer Board of the City of Uniontown**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

G. [List other documents and edit above as pertinent].Basis of Bid—Lump Sum Bid and Unit Prices

2.02 *Lump Sum Bid and Unit Prices*

2.03 Bidder will perform the following Work at the indicated unit prices: **Collection System Rehabilitation**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	(b) (4)	
2	Temporary Traffic Control, Signs, & Barricades	LS	1		
3	Sanitary Sewer Force Main 4" C900 DR 25	LF	5,324		
4	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)	LF	2,012		
5	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut)	LF	552		
6	Sanitary Sewer Gravity Main 8" SDR 26 PVC (10.1'-14' Cut)	LF	571		

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7	Sanitary Sewer Gravity Main 8" SDR 26 PVC (14.1'-20' Cut)	LF	871	$
8	Sanitary Sewer Gravity Main 8" SDR 26 PVC (0'-6' Cut)- Asphalt	LF	300	$
9	Sanitary Sewer Gravity Main 8" SDR 26 PVC (6.1'-10' Cut) Asphalt	LF	320	$
10	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0'-6' Cut)	LF	241	$
11	Sanitary Sewer Gravity Main 10" SDR 26 PVC (6.1'-10' Cut)	LF	2,814	$
12	Sanitary Sewer Gravity Main 10" SDR 26 PVC (10.1'-14' Cut)	LF	2,070	$
13	Sanitary Sewer Gravity Main 10" SDR 26 PVC (0' 6' Cut) Asphalt	LF	129	$
14	4" or 6" Diversion Pumping	Day	25	$
15	Sanitary Sewer TV/Cleaning for Main Line 6"-12"	LF	89,688	$
16	Sanitary Sewer TV/Cleaning for Main Line 12.1"-18"	LF	8,945	$
17	Excessive Heavy Debris Cleaning (more than three passes with a jetter)	LF	24,634	$
18	Root Cutting	Each	25	$
19	Removal of Obstructions	Each	25	$
20	Protruding Tap Trimming	Each	70	$
21	Tuberculation Removal	LF	2,000	$
22	CIPP- 6"- 9.5" DIA Pipe	LF	65,433	$
23	CIPP-10"-11.5" DIA Pipe	LF	1,445	$
24	CIPP-12"-13.5" DIA Pipe	LF	907	$
25	CIPP-17.5"- 19.5" DIA Pipe	LF	8,845	$
26	CIPP Point Repair up to 6 ' (6"-12"Pipe)	Each	15	$
27	CIPP Point Repair up to 6 ' (12.1"-18"Pipe)	Each	5	$
28	Lateral Reinstatement (Internal)	Each	1,291	$
29	8"- 9.5" End Seal	Each	668	$
30	10"- 11.5" End Seal	Each	10	$
31	12"-13.5" End Seal	Each	10	$
32	18"- 19.5" End Seal	Each	60	$
33	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)	Each	5	$

(b) (4)

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34	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)	Each	1	
35	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)	Each	9	
36	Sewer Main Point Repair (8" DIA) (8 LF) (12.1' -15'Cut)	Each	2	
37	Sewer Main Point Repair (18" DIA) (8 LF) (10.1'- 12'Cut)	Each	2	
38	Sewer Main Point Repair (18" DIA) (8 LF) (12.1'-15'Cut)	Each	2	
39	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')	Each	3	
40	Sewer Main Point Repair (8" DIA) (8 LF)(0 – 6' Cut)-ASHPALT	Each	8	
41	Sewer Main Point Repair (8" DIA) (8 LF)(6.1- 10' Cut)-ASPHALT	Each	15	
42	Sewer Main Point Repair (8" DIA) (8 LF) (10.1' + 12'Cut)-ASPHALT	Each	1	
43	Sewer Main Point Repair (10" DIA) (8 LF) (12.1' -15'Cut)-ASPHALT	Each	1	
44	Sewer Main Point Repair (18" DIA) (8 LF) (10.1' + 12'Cut)-ASPHALT	Each	2	
45	Sewer Main Point Repair (18" DIA) (8 LF) (15'-20')-ASPHALT	Each	4	
46	Lateral Service Line Replacement 4" PVC Schedule 40 (0-8'Cut)	LF	10,000	
47	Lateral Service Line Replacement 4" PVC Schedule 40 (8.1'-12'Cut)	LF	8,000	
48	Lateral Service Line Replacement 4" PVC Schedule 40 (12.1'-20'Cut)	LF	4,000	
49	DELETED			
50	DELETED			
51	CIPP 4" & 6" Setup & Line Lateral up to 3 LF	Each	1,011	
52	CIPP 4" & 6" lateral beyond 3 LF	LF	46,334	
53	Cap Lateral/CIPP up to 15 feet	Each	280	
54	Lateral Reconnection Repair (0-6')	Each	28	
55	Lateral Reconnection Repair (6.1'-10')	Each	3	
56	Lateral Reconnection Repair (10.1'-14')	Each	5	
57	Lateral Reconnection Repair (14.1-20')	Each	4	
58	Lateral Reconnection Repair (0-6') ASPHALT	Each	14	
59	Lateral Reconnection Repair (6.1'-10') ASPHALT	Each	20	

(b) (4)

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60	Lateral Reconnection Repair (10.1'-14') **ASPHALT**	Each	10	
61	Lateral Reconnection Repair (14.1-20') **ASPHALT**	Each	2	
62	Chemical Grout Lateral/Main Connection(setup) (up to 5 gal)	Each	331	
63	Additional Chemical Grout Lateral/Main above 5 gal.	GAL	100	
64	Manhole CIPP TYPE (I) 48"°	VF	201	
65	Manhole CIPP TYPE (II) 48"°	VF	609	
66	Manhole CIPP TYPE (II) 54"°	VF	48	
67	Manhole CIPP TYPE (III) 48"°	VF	203	
68	Manhole CIPP TYPE (III) 54"°	VF	21	
69	Manhole CIPP TYPE (IV) 48"°	VF	108	
70	Manhole CIPP Bench Rebuild	Each	72	
71	Manhole Remove Spray On Liner	Each	22	
72	Chemical Grout Manhole Setup (includes up to 5 Gal)	Each	75	
73	Additional Chemical Grout Manhole above 5 gal	GAL	300	
74	Locate, Raise, and Reset Manhole Frame & Cover Under Asphalt	Each	21	
75	Locate, Raise, and Reset Manhole Frame & Cover not Under Asphalt	Each	52	
76	4' DIA Precast Concrete Manhole (Standard) 0-6'	Each	7	
77	4' DIA Precast Concrete Manhole (Standard) 6'-8'	Each	4	
78	4' DIA Precast Concrete Manhole (Standard) 8'-10'	Each	7	
79	4' DIA Precast Concrete Manhole (Standard) 10'-12'	Each	6	
80	DELETED			
81	DELETED			
82	DELETED			
83	Erosion Control Management & Maintenance	LS	1	
84	10" PVC Class 200 Water Line	LF	444	
85	8" X 6" Elbow 90° with wet connection	Each	1	
86	10" x 6" T with wet connection	Each	1	

(b) (4)

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87	8" MJ Cap	Each	2	
88	10" Tapping Sleeve and Valve	Each	1	
89	6" Gate Valve	Each	2	
90	20" Steel Casing (Jack & Bore)	LF	99	
91	16" Steel Casing (Jack & Bore)	LF	85	
92	8" Steel Casing (Jack & Bore)	LF	40	
93	Standard Ring & Cover Replacement 24"-26"	Each	20	
94	15 " RCP Pipe	LF	63	
95	15" RCP Pipe Removal	LF	80	
96	New Lift Station	LS	1	
97	Abandon Manhole	Each	8	
98	Remove & Reset Fencing All types	LF	200	
99	4" x 8" PVC WYE	Each	31	
100	4"x10" PVC WYE	Each	21	
101	Abandon Waterline Grout Filled	LF	813	
102	Warranty Inspection Cleaning & CCTV inspections of Sewer Mains & Laterals	LS	1	
103	Obtain all State, Federal, and Local permits required to perform the work including Norfolk Southern for ROW access.	LS	1	
104	Pipe Burst- 8" Fusible PVC pipe	LF	367	
105	Additional Cost for Asphalt replacement on items #46, #47, and # 48	SF	4,000	
106	Replace Item #49 with Lateral TV/Cleaning – from Main	Each	936	
107	Replace Item #50 with Lateral TV/Cleaning – from Cleanout	Each	296	
108	Additional cost for Asphalt replacement for Items #76, #77, #78, and # 79	SF	4,000	
109	12" CMP Driveway Culvert Replacement	LF	110	
110	12" RCP Driveway Culvert Replacement	LF	76	
111	12" HDPE Driveway Culvert Replacement	LF	75	
112	15" RCP Driveway Culvert Replacement	LF	24	
113	5' Wide Sidewalk Replacement	SF	4100	

(b) (4)

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114	4" ABS Double Cleanout assembly (0-6') placed in soil	Each	650	(b) (4)
115	4" ABS Double Cleanout assembly (6.1-12') placed in soil	Each	250	
116	ABS Double Cleanout assembly placed in Concrete or Asphalt(in addition to 114 & 115	Each	36	
Total of All Lump Sum and Unit Price Bid Items				

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	07/12/21
2	07/21/21
3	07/21/21
4	07/22/21

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ARTICLE 5—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: (b) (4), (b) (6)

By:

Name:

Title:

(typed or printed)

Date: July 23, 2021

(typed or printed)

If Bidder is a corporation, a partnersh (b) (4), (b) (6) *n.*

Attest:

Name:

Title:

(typed or printed)

Date: July 23, 2021

(typed or printed)

Address fo (b) (4), (b) (6)

Bidder's Contact:

Name: (b) (4), (b) (6)

Title:

Phone:

Email:

Address:

Bidder's Co

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From: Sipes, Eric
To: Gordon, Nivory - RD, Montgomery, AL
Cc: McBride, Amanda; Hathorn, Stacye
Subject: [External Email]Uniontown, Alabama Sewer Line project
Date: Monday, February 28, 2022 3:43:54 PM
Attachments: 18-1176ii.pdf

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Good afternoon,

Our office was contacted by a concerned citizen this afternoon regarding 'nineteenth century brick' found in excavations for a sewer line project. The caller indicated that USDA was funding the sewer line project.

I am currently attempting to determine the correct USDA contact for this undertaking. I see that we reviewed a Rural Development funded sewer project in Uniontown in 2018 (AHC 2018-1176), which listed you as the contact. Can you please tell me if that project is still under construction?

Thanks,

Eric D. Sipes
Assistant State Archaeologist
Historic Preservation Division
Alabama Historical Commission
468 South Perry Street
Montgomery, AL
36130-0900 (US Post)
36104 (Courier)
Ph 334.230.2667, Fax 334.262.1083
Eric.Sipes@ahc.alabama.gov
http://ahc.alabama.gov

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

February 11, 2019

Ed Morris
Sentell Engineering, Inc.
Post Office Box
Tuscaloosa, Alabama 35403

Re: AHC 2018-1176
WWTP Rehabilitation
Uniontown
Perry County

Dear Mr. Morris:

We concur with the above referenced project provided all construction activities will occur within either the highway right-of-way or in previously disturbed areas. Any area that is to be involved and does not fall into one of the above categories will require a cultural resource assessment by a professional archaeologist. Submit the resulting report to our office for review and determination prior to project initiation. Please forward the locations of the two proposed pumping stations when they are finalized. These sites may require archaeological survey.

Should artifacts or archaeological features be encountered during project activities, work shall cease and our office shall be consulted immediately. Artifacts are objects made, used or modified by humans. They include but are not excluded to arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicate disturbance by human activity. Some examples are post holes, building foundations, trash pits and even human burials. This stipulation shall be placed on the construction plans to insure contractors are aware of it.

We appreciate your commitment to helping us preserve Alabama's historic archaeological and architectural resources. Should you have any questions, please contact Amanda McBride at 334.230.2692 or Amanda.McBride@ahc.alabama.gov. Have the AHC tracking number referenced above available and include it with any future correspondence.

Sincerely,

(b) (6)

Lee Anne Wofford
Deputy State Historic Preservation Officer

LAW/AMH/amh

From: khorne@wmsal.com
To: Gordon, Nivory - RD, Camden, AL
Subject: [External Email]Uniontown
Date: Wednesday, September 8, 2021 11:08:20 AM

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
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Hi Nivory,

The auditors for Uniontown need a copy of the loan agreement with Uniontown that the Utilities Board accepted. Will you please email it to me even if it is still in the name of the City. I think it was officially transferred. We are trying to assist them (Aldridge and Borden) in finalizing the audit. The information from the previous management company had to be collected by the auditors. They are trying to tie in to the numbers and get this wrapped up. However, they need the documentation on the current USDA Loan with Uniontown. Thanks so much Nivory.

Kathy Horne
President
Water Management Services, Inc.
2576 Bell Road
Montgomery , AL 36117
334 850-8658

From: Scott Trott
To: Gordon, Nivory - RD, Montgomery, AL
Cc: (b) (6) @demopolisal.gov; Jay Reynold (b) (6) @demopoliswaterworks.com
Subject: [External Email]Uniontown/Demopolis - Status
Date: Tuesday, March 8, 2022 10:37:35 AM

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Mr. Gordon,

I hope this find you doing well. When we met back at the early part of January this year, there were some moving parts related to Uniontown's USDA project and the potential connection to Demopolis for sanitary sewer services. As some time has passed, I wanted to see if an updated timeline was available. Is this something that can be provided? The Demopolis Water Works and Sewer Board is working to stay ahead on this and make certain that they will be able to meet the needs of Uniontown as this project moves forward. Any updates would be appreciated.

Thanks!
Scott

Scott Trott, PE
Chief Strategy Officer

170 East Main Street, Dothan, AL 36301
Office 334.677.9431 | **Cell** (b) (6)
E-mail Scott.Trott@cdge.com

From: Gordon, Nivory - RD, Camden, AL
To: Givan, Terrika - RD, Camden, AL
Subject: City of Uniontown-Reserve Fund Request.pdf
Date: Monday, September 17, 2018 10:07:00 AM
Attachments: City of Uniontown-Reserve Fund Request.pdf

Terrika

Need an approval letter granting City of Uniontown the authority to use funds as requested from the reserve funds on the existing loan to pay for expenses on the environmental ads. Funds will be replaced upon the grant approval which will correct the issues this borrower.

Approval Granted 9/17/18

Nivory Gordon, Jr.
Area Director

The City of Uniontown

Office of the Mayor
P.O. Box 1069
Uniontown, Alabama

Jamaal Hunter
Mayor

Alfreda B. Washington
CITY CLERK

September 11, 2018

USDA Rural Development
Attn: Nivory Gordon
321 Depot Street
Camden, AL 36726

Dear Mr. Gordon,

We are writing to request the use of reserve funds for the proposed sewage project in the amount of $13,535.67. The funds will be used for the advertisement of the required public notices and Notice of Availability of the Environmental Assessment in the Selma Times Journal.

The funds, in its entirety, will be placed back into the reserve account upon receipt of the grant funds associated with the proposed sewage project. A copy of supporting documentation will be on file and available to you upon request.

Please contact my office if you have any questions or need additional information to approve our request.

Sincerely,

Jamaal Hunter

Jamaal O. Hunter
Mayor

Telephone (334) 628-2011

Facisimile (334) 628-2028

From: Gordon, Nivory - RD, Camden, AL
To: Sherry.Bradley@adph.state.al.us
Subject: FW: Application and Resolution
Date: Monday, May 20, 2019 5:50:00 PM
Attachments: Application and Resolution to proceed-Uniontown Water.docx
image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

Nivory Gordon, Jr.
Area Director
USDA, Rural Development
321 Depot Street
Camden, AL 36726
334-682-4116 Ext. 110 (Office)
855-840-7764 (FAX)
nivory.gordon@al.usda.gov

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"Estamos dedicados al futuro de las comunidades rurales"

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From: Prince Chestnut <chestnutlawfirm@gmail.com>
Sent: Wednesday, December 19, 2018 8:54 AM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>; cityofuniontown@outlook.com
Subject: Application and Resolution

Nivory and Emefa:

Find the Application and Resolution to proceed with the incorporation of The Waterworks and Sewer Board of the City of Uniontown. This is the first step. Once the application is approved, the 3 persons may proceed with the incorporation before the probate judge. We need 3 persons who have voter registration showing that they are electors in the City and their deeds to any piece of property they own in the City.

I have also drafted the Certificate of Incorporation and bylaws. I will draft the second Resolution for the City Council once the Certificate is filed, which will be done once the Council identifies either the 3 or 5 persons they will choose to be on the board. The Council will have to make the choice of whether they want the board to be a 3 member or a 5 member board.

STATE OF ALABAMA)
)
COUNTY OF PERRY)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIONTOWN, ALABAMA APPROVING THE APPLICATION TO PROCEED WITH THE INCORPORATION OF THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

WHEREAS, _____, _____ and _____, three natural persons, appeared before the City Council of the City of Uniontown and filed a written application with this City Council, which is the governing body of the City Uniontown, Alabama, desiring to organize a public corporation under the laws of Alabama pursuant to Ala. Code §11-50-230 through 11-50-233;

WHEREAS, said application is attached hereto and made a part hereof.

WHEREAS, said application states that the incorporation of the public corporation will promote the public health, convenience, and welfare, and requests this City Council, as the governing body of Uniontown, Alabama, to adopt a resolution declaring that it has reviewed the contents of the application and has found and determined as a matter of fact that the statements contained in the application are true.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIONTOWN, ALABAMA as follows:

1. That this governing body accept the application by _____, _____ and _____ to organize a public corporation for the purpose of operating a waterworks plant and system and a sanitary sewer system or either of such systems.
2. That each of the said three persons is found to be a duly qualified elector of and owner of property in Uniontown.
3. That it is wise, expedient, and necessary that such a corporation be formed and that the persons filing said application shall be authorized to proceed to form such corporation.

4. That the said three persons may organize such a corporation by executing and filing for record a certificate of incorporation as provided in Ala. Code §§11-50-232 and 11-50-233.

5. That the application and the contents of the application have been reviewed, and this governing body has found and determined as a matter of fact that the statements contained in the application are true and that the proposed amendment will promote the public health, convenience, and welfare. Said application is hereby granted.

6. That this resolution shall be duly adopted and entered upon the minutes of the City Council.

ADOPTED this _____ of _____, 2018.

ATTEST: **CITY OF UNIONTOWN**

_____ _____

Clerk Mayor

APPLICATION TO PROCEED WITH THE CERTIFICATE OF INCORPORATION OF THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

TO THE GOVERNING BODY OF THE CITY OF UNIONTOWN, ALABAMA:

Come now, _____, _____, and _____, three natural persons, and file with the governing body of The City of Uniontown, Alabama this application for authority to incorporate a public corporation for the purpose of operating a waterworks plant and system and a sanitary sewer system or either of such systems.

The said three natural persons appear before this governing body as duly qualified electors of and owners of property in Uniontown and request that the governing body of the City of Uniontown adopt a resolution, which shall be duly entered upon the minutes of the City Council for the City of Uniontown, wherein it shall be declared that it is wise, expedient, and necessary that such a corporation be formed and that the persons filing said application shall be authorized to proceed to form such corporation. Grant us the authority to proceed to organize such a corporation by executing and filing for record a certificate of incorporation as provided in Ala. Code §§ 11-50-232 and 11-50-233.

The said public corporation will promote the public health, convenience, and welfare.

The governing body of the City of Uniontown, Alabama is hereby requested to adopt a resolution declaring that it has reviewed the contents of this application and has found and determined as a matter of fact that the statements contained in this application are true.

Respectfully submitted, this the ____ day of_____, 20____.

_____

_____

_____

Prince D. Chestnut
Chestnut Law
801 Alabama Ave, Ste 240
Selma, Alabama 36701
(334) 875-7779 p
(334) 875-7767 f

From: Gordon, Nivory - RD, Camden, AL
To: Beeker, Chris - RD, Montgomery, AL
Subject: FW: Uniontown
Date: Friday, July 6, 2018 1:38:00 PM

I spoke with Mayor Hunter and Charlie Shah, Tax Attorney for Uniontown, they are planning to get this information on Monday 7/9/18. Hopefully this information will clear up some of our concerns pertaining to the validity of the Federal Debt issue. The attorney appears to be forthright with this information due to his efforts of verifying the amounts. The representative will be out until Monday.

From: Beeker, Chris - RD, Montgomery, AL
Sent: Wednesday, June 27, 2018 9:57 AM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Subject: Uniontown

How did the meeting go yesterday? I talked with Allen yesterday a little by text, and he said they didn't give you any info. I wanted to ask you and see what you thought, and if you had any idea of how bad or how much we are talking about here.

Chris Beeker III
State Director | Alabama State Office
Rural Development
U.S. Department of Agriculture
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106
Phone: 334-279-3402 | Fax: 855-304-8456
www.rd.usda.gov
"Committed to the future of rural communities"

Sent from Email+ secured by MobileIron

From: Gordon, Nivory - RD, Camden, AL
To: Sherry.Bradley@adph.state.al.us
Subject: FW: Uniontown Separate Utility Board
Date: Monday, May 20, 2019 5:50:00 PM
Attachments: AGREEMENT-Uniontown-USDA RD-appoint directors.docx
image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

Nivory Gordon, Jr.
Area Director
USDA, Rural Development
321 Depot Street
Camden, AL 36726
334-682-4116 Ext. 110 (Office)
855-840-7764 (FAX)
nivory.gordon@al.usda.gov

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From: Prince Chestnut <chestnutlawfirm@gmail.com>
Sent: Sunday, December 23, 2018 9:41 PM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Subject: Uniontown Separate Utility Board

Hello Nivory:

Here is a draft agreement that would bind the City to not appoint certain persons for as long as USDA RD money is utilized through grant or loan. Also, here is a Resolution approving the Agreement. Have your people review it and let me know what you think. I have other documents also prepared.

Prince D. Chestnut

AGREEMENT
BETWEEN
CITY OF UNIONTOWN
AND
UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT
RELATING TO THE INCORPORATION AND APPOINTMENT OF BOARD OF DIRECTORS
TO THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

Entered into on the _____ of _____, 2018 by and between the **City of Uniontown**, (hereinafter referred to as "Uniontown"), a municipal corporation organized under the laws of the State of Alabama and **United States Department of Agriculture Rural Development (**hereinafter referred to as "USDA RD"), an agency of the United States government with the United States Department of Agriculture which operates programs to improve the economy and quality of life in rural America.

WHEREAS, Uniontown was informed that it must help create a separate utility board in order to receive millions of dollars in grant money from USDA RD for water and sewer infrastructure; and

WHEREAS, Uniontown is desirous of receiving and continuing to receive grant money to provide necessary infrastructure to safely provide water and sewer services to residents; and

WHEREAS, Uniontown understands that there is no entitlement to USDA RD grants and loans and there must be safeguards in place to ensure that the grants and loans are used for the purposes in which they are intended; and

WHEREAS, upon much consideration, Uniontown is committed to facilitating and cooperating with USDA RD in order to provide its residents with the proper water and sewer services;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein after set forth, the parties hereto mutually agree as follows:

Terms and Conditions. This Agreement shall become effective on the date first above written, and under the terms of this Agreement as follows:

1. Uniontown agrees that the directives of the USDA RD should be adhered to because grants, and possibly loans, are necessary to bring the objectives of this Agreement to fruition.

2. Uniontown agrees to adhere to the proper and reasonable requests, rules and regulations as outlined by USDA RD related to the matters in this Agreement.

3. The term of this Agreement shall be for as long as Uniontown or The Waterworks and Sewer Board of the City of Uniontown shall utilize USDA RD grant money or is indebted to the USDA RD for any water or sewer project. Paramount to the continued flow of grants and federal loans is Uniontown avoiding the appearance of impropriety, conflicts of interest and corruptible practices in its actions related to The Waterworks and Sewer Board of the City of Uniontown; appointment of municipal officials or elected officials to the board of directors of the said Waterworks and Sewer Board while utilizing funding from the USDA will erode trust in the process and may be used by the USDA to disapprove funding for future water and sewer projects undertaken by Uniontown.

Waiver of appointment of municipal officers or elected officials.

4. Uniontown hereby waives the appointment of any director or directors who are municipal officers or elected officials by resolution of the City Council of Uniontown upon approval of this Agreement.

Directors and Terms of Office.

5. The total number of directors of the incorporated board of directors will be three or five.

6. Terms of office of the directors shall be staggered in the manner contemplated by Alabama law.

Indemnification.

7. Uniontown hereby indemnifies, releases, forever discharges and agrees to hold harmless USDA RD from any and all liability, claims or demands for damages of any nature whatsoever with respect to any acts or services relating to and contemplated in this Agreement. USDA RD shall not be liable for any indirect, incidental, consequential, special, delay, economic, punitive or property damages arising out of the use of the grant money for water and sewer infrastructure.

Applicable Law.

8. This Agreement shall be subject to and construed under the laws of the State of Alabama.

Invalidity.

9. If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, the remainder of this Agreement shall be valid and enforceable to the fullest extent applicable by law.

Interpretation of Agreement.

10. All parties have had the opportunity to participate in the negotiating and drafting of this Agreement. This Agreement has been prepared upon input from all parties and is to be accordingly

interpreted. No interpretation shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.

Modification.

11. This Agreement may be modified, altered or terminated upon subsequent Agreement in writing by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal on the aforesaid date.

CITY OF UNIONTOWN

By: _____
Mayor

ATTEST:

_____
City Clerk

By: _____
City Council President

WITNESS:

_____

United States Department of Agriculture
Rural Development

_____
Its:

STATE OF ALABAMA)
)
COUNTY OF PERRY)

UNIONTOWN CITY COUNCIL

RESOLUTION APPROVING AGREEMENT WITH USDA RD FOR THE FORMATION OF AND APPOINTMENT TO BOARD OF DIRECTORS TO THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

WHEREAS, The Waterworks and Sewer Board of the City of Uniontown shall be established in order to provide water and sewer services to citizens of Uniontown and the surrounding area; and

WHEREAS, the City of Uniontown is desirous of having such a board incorporated; and

BE IT RESOLVED, by the authority vested in the City Of Uniontown pursuant to the applicable sections of the Code of Alabama, 1975, that the City Council of Uniontown hereby waives the appointment of any municipal officers or elected officials as director or directors to The Waterworks and Sewer Board of the City of Uniontown and hereby unequivocally approves the Agreement between the City of Uniontown and United States Department of Agriculture Rural Development (USDA RD) because the water and sewer services to be provided by the said Waterworks and Sewer Board will promote the public health, convenience and welfare of the citizenry of Uniontown.

LET IT BE FURTHER RESOLVED that the City of Uniontown shall not unreasonably withhold its approval of the application from the persons who shall seek to incorporate the said Waterworks and Sewer Board subject to input from USDA RD.

ADOPTED this _____ day of _____, 2018.

ATTEST:

_____
City Clerk

CITY OF UNIONTOWN

_____
Mayor

_____
City Council President

From: Gordon, Nivory - RD, Camden, AL
To: daniel.williams@al.usda.gov
Subject: Fwd: City of Uniontown Response to USDA(Daniel Williams)
Date: Friday, August 24, 2018 10:00:45 AM
Attachments: USDA Responses 08232018 .docx

From: "cityofuniontown@outlook.com" <cityofuniontown@outlook.com>
Date: Thursday, August 23, 2018 at 4:02:40 PM
To: "Gordon, Nivory - RD, Camden, AL" <Nivory.Gordon@al.usda.gov>, "rwhite@alruralwater.com" <rwhite@alruralwater.com>, "Jamaal Hunter" (b) (6) @gmail.com>
Subject: RE: City of Uniontown Response to USDA(Daniel Williams)

Hey All,

I have updated the responses to include the additional signor on the City of Uniontown accounts at Cadence Banks. Mayor Pro Tem, Don Moore, is an authorized signor.

Emefa

Sent from Mail for Windows 10

From: cityofuniontown@outlook.com
Sent: Thursday, August 23, 2018 3:41:11 PM
To: Nivory Gordon; rwhite@alruralwater.com; Jamaal Hunter
Subject: City of Uniontown Response to USDA(Daniel Williams)

Please find attached our responses to the questions received today.
We can discuss prior to sending to Underwriter if needed.

Best,

Emefa

Sent from Mail for Windows 10

1. The city owns 87 acres that house the sewer treatment facility. Please ask the town clerk what is the estimated value of the acres. I read the PER and this information is not listed.

   $86,400 (Property Record Card at www.alabamagis.com)

2. What is the title of the official authorized to sign checks?

   Jamaal Hunter, Mayor, Alfreda Washington, City Clerk, and Don Moore, Mayor Pro Tem are the only authorized signors of accounts in the name of the City of Uniontown at Cadence Bank

   Mike Walraven, Operation Manager and (b) (6), Managing Member, are the authorized signors of accounts in the name of EOS Utility Service at Cadence Bank.

3. What is the title of the officer who is the custodian of the funds?

   The city currently does not have any custodial account. Please specify the account you may be referring to.

4. Title of official authorized to sign checks?
5. Jamaal Hunter, Mayor, Alfreda Washington, City Clerk, and Don Moore, Mayor Pro Tem are the only authorized signors of accounts in the name of the City of Uniontown at Cadence Bank

   Mike Walraven, Operation Manager and (b) (6), Managing Member, are the authorized signors of accounts in the name of EOS Utility Service at Cadence Bank.

6. -Who is the legal counsel? Please provide name & contact information.

   John M Gibbs
   Gibbs & Sellers, PC
   108 N. Walnut Avenue
   P.O. Box 1276
   Demopolis, AL 36732
   Phone: 334-641-0341

7. -Please ask the town clerk to provide a written break down of residential & non residential users and volume.

   Please see attached USDA EDU Form.

From: Gordon, Nivory - RD, Camden, AL
To: Beeker, Chris - RD, Montgomery, AL
Subject: RE: Uniontown
Date: Thursday, September 6, 2018 3:15:00 PM
Attachments: image008.png
image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image017.png
image018.png
image020.png
image021.png
image022.png

Chris
We will be meeting on 9/13/18 @ 10:30 am in Uniontown

Nivory Gordon, Jr.
Area Director
USDA, Rural Development
321 Depot Street
Camden, AL 36726
334-682-4116 Ext. 110 (Office)
855-840-7764 (FAX)
nivory.gordon@al.usda.gov

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From: Beeker, Chris - RD, Montgomery, AL
Sent: Thursday, September 6, 2018 2:15 PM
To: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Subject: Uniontown

What day will y'all be meeting with the mayor? Also, I have a call with the federal delegation about this, and I need to have an updated summary with all the funds and where they are coming from so far.

Chris Beeker III
State Director | Alabama State Office
Rural Development
U.S. Department of Agriculture

4121 Carmichael Road, Suite 601 | Montgomery, AL 36106
Phone: 334-279-3402 | Fax: 855-304-8456
www.rd.usda.gov "Committed to the future of rural communities"

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From: Gordon, Nivory - RD, Camden, AL
To: Ed Morris
Subject: RE: Uniontown Acquisition
Date: Friday, September 21, 2018 5:03:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

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ok

Nivory Gordon, Jr.
Area Director
USDA, Rural Development
321 Depot Street
Camden, AL 36726
334-682-4116 Ext. 110 (Office)
855-840-7764 (FAX)
nivory.gordon@al.usda.gov

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From: Ed Morris <emorris@sentell.net>
Sent: Friday, September 21, 2018 3:30 PM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Subject: Uniontown Acquisition

Please e-mail the appropriate letter to approach the property owners for acquisition of property to place the two pumping stations along the HIGHWAY 80 corridor to Gilbert Sentell at gsentell@sentell.net.

I will be out of town until October 10, 2018.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
205.657-6651 (C)

From: Gordon, Nivory - RD, Camden, AL
To: Charlie Shah
Subject: Re: City of Uniontown
Date: Wednesday, July 11, 2018 8:59:37 PM
Attachments: image001.png

What is the amount?

From: "Charlie Shah" <cshah@bomarlawfirm.com>
Date: Wednesday, July 11, 2018 at 3:50:58 PM
To: "Gordon, Nivory - RD, Camden, AL" <Nivory.Gordon@al.usda.gov>
Subject: City of Uniontown

Mr. Gordon

Attached is a letter relating to City of Uniontown.

Please let me know if you need any further information.

Thanks

Charlie

Charlie Shah
BOMAR LAW FIRM, LLC
600 University Park Place
Suite 100
Birmingham, AL 35209

205-401-1229
205-874-7960 (fax)

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tax law • IRS audits • tax relief

http://www.bomarlawfirm.com

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From: Gordon, Nivory - RD, Camden, AL
To: Beeker, Chris - RD, Montgomery, AL
Subject: Re: Uniontown
Date: Wednesday, June 27, 2018 1:25:53 PM

Mr. Beeker
I had a good meeting with Mayor Hunter, Mrs Maddox and Ms. Butler
They are working to get information from the tax attorney in a few days so we can have clear understanding of the tax issues. They are on a repayment agreement with IRS

Financials were discussed with them and info should be forwarded to Rob in few days. They appears to be making every effort to obtain information for AL Rural Water

---

From: "Beeker, Chris - RD, Montgomery, AL" <Chris.Beeker@al.usda.gov>
Date: Wednesday, June 27, 2018 at 10:57:09 AM
To: "Gordon, Nivory - RD, Camden, AL" <Nivory.Gordon@al.usda.gov>
Subject: Uniontown

How did the meeting go yesterday? I talked with Allen yesterday a little by text, and he said they didn't give you any info. I wanted to ask you and see what you thought, and if you had any idea of how bad or how much we are talking about here.

Chris Beeker III
State Director | Alabama State Office
Rural Development
U.S. Department of Agriculture
4121 Carmichael Road, Suite 601 | Montgomery, AL 36106
Phone: 334-279-3402 | Fax: 855-304-8456
www.rd.usda.gov
"Committed to the future of rural communities"

Sent from Email+ secured by MobileIron

From:	Gordon, Nivory - RD, Camden, AL
To:	Robert White
Subject:	Re: Uniontown Sewer
Date:	Monday, June 25, 2018 3:12:47 PM
Attachments:	image001.png

Ok

From: "Robert White" <rwhite@alruralwater.com>
Date: Monday, June 25, 2018 at 2:00:12 PM
To: "Gordon, Nivory - RD, Camden, AL" <Nivory.Gordon@al.usda.gov>
Cc: "Bowen, Allen - RD, Montgomery, AL" <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown Sewer

Hey Nivory,

Sorry for the delay in response. I have already been obligated to a leak survey tomorrow and, although I may be able to finish up and get to Uniontown by 2:00 PM, it is *highly* unlikely. I will reach out to you if I find that I can attend. I still have not received anything from the Uniontown folks, but will wait until after you speak with them tomorrow to follow up on requests. Let me know if I may be of service to you in the meantime.

Thanks,

Rob White IV

Deputy Director

Alabama Rural Water Association
Office – (334) 396-5511
Fax – (334) 396-7090
Cell – (334) 306-6900
Email – rwhite@alruralwater.com

Celebrate 40 years of ARWA service with us in Mobile on March 18 – 21, 2018. Learn more at http://alruralwater.com/WEB/conference/index.asp

From: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Sent: Monday, June 25, 2018 10:28 AM
To: Robert White <rwhite@alruralwater.com>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: Uniontown Sewer

Rob,
I was able to contact Mrs. Maddox in reference to Uniontown Sewer Project. We have meeting set up for 2:00pm Tuesday 6/26/18 @ City Hall. I hope you can attend this meeting. We will cover the Federal Debt issues, listing of staff members and roles, need for current audit information per our conference call this morning.

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From: Gordon, Nivory - RD, Camden, AL
To: Elliott, Mark
Subject: Re: Uniontown wastewater plan
Date: Monday, July 16, 2018 10:07:53 AM

Thanks for the information
We have met with them several times discussing this project in efforts to resolving the problems

---

From: "Elliott, Mark" <melliott@eng.ua.edu>
Date: Friday, July 13, 2018 at 3:47:49 PM
To: "Gordon, Nivory - RD, Camden, AL" <Nivory.Gordon@al.usda.gov>
Subject: RE: Uniontown wastewater plan

Hi Nivory,
I hope you're doing well.

I just spoke to the General Manager of the wastewater plant in Demopolis.
He said the estimated cost of repairing the sewer in Uniontown and running the sewer line to Demopolis was much lower at $15-20 Million and that would include collecting and treating the municipal wastewater, the catfish plant, cheese plant and the landfill leachate. That estimate seems low to me, but hopefully it doesn't end up costing close to the $60 Million that I originally was told.

Have a nice weekend,
Mark

Mark Elliott
Assistant Professor

Civil, Construction and Environmental Engineering
The University of Alabama
1112 Bevill Building
Office 205-348-5469 | Fax 205-348-6862
mark.elliott@ua.edu

THE UNIVERSITY OF ALABAMA

From: Elliott, Mark
Sent: Wednesday, July 11, 2018 4:35 PM
To: 'nivory.gordon@al.usda.gov' <nivory.gordon@al.usda.gov>
Subject: Uniontown wastewater plan

Hi Nivory,
I hope you're doing well. Just a quick note.

Today I heard that Uniontown is possibly planning to connect to the Demopolis sewer system using 30 miles of force main and pump stations (at a cost of $60 Million).
I'm not sure if this is true, but if so you should know that it is outrageously expensive for a system to serve about 1000 households. I'm confident an appropriate solution could be designed and implemented for less than 20% this cost (probably far less).

Please let me know if you have questions. I'm working with Kevin White (South Alabama) and Mark Barnett (Auburn) on getting some funds to identify and design solutions for Black Belt communities. We think funds are on the way and would love to help out with Uniontown if we can.

Best,
Mark

Mark Elliott
Assistant Professor

Civil, Construction and Environmental Engineering
The University of Alabama
1112 Bevill Building
Office 205-348-5469 | Fax 205-348-6862
mark.elliott@ua.edu

THE UNIVERSITY OF ALABAMA

From: Gordon, Nivory - RD, Camden, AL
To: Norwood, Rose - RD, Camden, AL
Subject: FW: 2018 and 2019 P&L Statement
Date: Monday, October 26, 2020 3:01:00 PM
Attachments: P&L Fiscal Year 2019.pdf
P&L Fiscal Year 2018.pdf

Bomb Report

From: mike@eosutilityservices.com <mike@eosutilityservices.com>
Sent: Friday, October 23, 2020 2:04 PM
To: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>
Cc: cityofuniontown@outlook.com
Subject: RE: 2018 and 2019 P&L Statement

Nivory

Attached please find the P&L Statements for 2018 and 2019

Mike

From: cityofuniontown@outlook.com <cityofuniontown@outlook.com>
Sent: Friday, October 9, 2020 12:34 PM
To: Mike-EOS <mike@eosutilityservices.com>; Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; Jamaal Hunter (b) (6) @gmail.com>
Subject: 2018 and 2019 P&L Statement

Hi Mike,

USDA is requesting the P&L Statement of the water system for the period mentioned above.

Can you provide directly to Nivory via email?

Emefa

Sent from Mail for Windows 10

EOS Utility Services - Uniontown
Profit & Loss
October 2018 through September 2019

	Oct '18 - Sep 19
Ordinary Income/Expense	
Income	
Water/Sewer/Garbage Revenue	1,031,172.70
Total Income	1,031,172.70
Gross Profit	1,031,172.70
Expense	
Bank Service Charges	1,334.66
Chemicals	32,062.51
Lab fees	18,987.30
Materials and Supplies	38,206.22
Office Supplies	162.73
Operation fees	327,883.80
Repairs and Maintenance	61,066.44
Sales Tax	14,617.05
Utilities	68,432.86
Water, Sewer and Garbage fees	
Water/Sewer/Garb to Uniontown	488,160.19
Total Water, Sewer and Garbage fees	488,160.19
Total Expense	1,050,913.76
Net Ordinary Income	-19,741.06
Net Income	**-19,741.06**

002481

EOS Utility Services - Uniontown
Profit & Loss
October 2017 through September 2018

	Oct '17 - Sep 18
Ordinary Income/Expense	
Income	
Water/Sewer/Garbage Revenue	1,022,640.03
Total Income	1,022,640.03
Gross Profit	1,022,640.03
Expense	
Bank Service Charges	2,939.78
Chemicals	26,079.30
Gas	127.19
Lab fees	21,033.78
Materials and Supplies	31,168.59
Operation fees	327,883.80
Repairs and Maintenance	72,827.87
Sales Tax	14,455.75
Utilities	60,000.00
Water, Sewer and Garbage fees	
Water/Sewer/Garb to Uniontown	431,054.52
Total Water, Sewer and Garbage fees	431,054.52
Total Expense	987,570.58
Net Ordinary Income	35,069.45
Net Income	**35,069.45**

002482

From:	Gordon, Nivory - RD, Montgomery, AL
To:	Norwood, Rose - RD, Camden, AL; Hatcher, Wilhamenia - RD, Camden, AL
Bcc:	Gordon, Nivory - RD, Montgomery, AL
Subject:	FW: [External Email]Uniontown Sewer Improvements
Date:	Monday, January 3, 2022 5:24:00 PM
Attachments:	Uniontown Sewer Improvement Invoices.pdf image001.png image002.png image003.png image004.png image005.png image006.png image007.png

---

Please review and process

Nivory Gordon, Jr.
State Director
Alabama State Office
USDA Rural Development
4121 Carmichael Rd, Suite 601
Montgomery, AL 36106
Phone: 334-279-3400
www.rd.usda.gov

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From: emorris@sentell.net <emorris@sentell.net>
Sent: Monday, January 3, 2022 4:14 PM
To: Gordon, Nivory - RD, Montgomery, AL <nivory.gordon@usda.gov>
Subject: [External Email]Uniontown Sewer Improvements

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Here is a copy of the Invoice for completion of the design of the collection system rehab. Please review and send approval to the Board so the can vote to approve payment at their January 11th Board meeting.

Sentell Engineering, Inc.
P.O. Box 1246
Tuscaloosa, AL 35403
(205) 752-5564
ssentell@sentell.net

Invoice

BILL TO
The Waterworks and Sewer Board
of the City of Uniontown
P.O. Box 1069
Uniontown, AL 36786

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14-043	09/27/2019	$557,473.79	09/27/2019	Due on receipt	

ACTIVITY	AMOUNT
RE: Uniontown Sanitary Sewer Collection and Treatment Improvements	
Basic Services per Contract:	
Services Study and Report Phase - Collection Phase (100% Completed)	[redacted]
Services Study and Report Phase - Treatment Phase (100% Completed)	[redacted]
Services Preliminary Design Phase - Collection Phase (100% Completed)	[redacted]
BALANCE DUE	**$557,473.79**

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

Sentell Engineering, Inc.
P.O. Box 1246
Tuscaloosa, AL 35403
(205) 752-5564
ssentell@sentell.net

Invoice

BILL TO
The Waterworks and Sewer Board
of the City of Uniontown
P.O. Box 1069
Uniontown, AL 36786

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14-043-2	01/03/2022	$559,979.98	01/03/2022	Due on receipt	

ACTIVITY	AMOUNT
RE: Uniontown Sanitary Sewer Collection and Treatment Improvements	
Services Final Design Phase - Collection Phase (100% Completed)	[redacted]
Services Bidding and Negotiation Phase - Collection Phase (100% Completed)	[redacted]
BALANCE DUE	**$559,979.98**

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

From: Gordon, Nivory - RD, Montgomery, AL
To: Stephens, CharlesD - RD, Washington, DC; Compton, Caryn - RD, Washington, DC
Subject: Fwd: SKM_C750i22021711120.pdf
Date: Wednesday, February 23, 2022 12:32:35 PM
Attachments: SKM_C750i22021711120.pdf

Uniontown Agreement per your request

Get Outlook for iOS

From: Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>
Sent: Wednesday, February 23, 2022 11:00:27 AM
To: Gordon, Nivory - RD, Montgomery, AL <nivory.gordon@usda.gov>
Cc: Spratlin, Kim - RD, Montgomery, AL <kim.spratlin@usda.gov>
Subject: SKM_C750i22021711120.pdf

Nivory, please find attached the executed Management Agreement between WMS, Inc. and the Utilities Board of the City of Uniontown.

If you have any questions, please contact me.

Thanks,

Allen Bowen

Allen Bowen
Community Programs Director
State Office, Rural Development
United States Department of Agriculture
Office: 334-279-3617
Cell: 334-322-4147
Fax: 855-304-8457
www.rd.usda.gov/al

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employer, and lender.

AGREEMENT FOR OPERATION AND MANAGEMENT SERVICES

FOR THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

STATE OF ALABAMA)

COUNTY OF PERRY)

THIS AGREEMENT, including any Exhibits incorporated herein by reference, attached hereto and forming an integral part hereof, is made on this the 13 day of Jan, 2021, between, THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN, an Alabama public corporation organized under Article 8 of Chapter 50 of Title 11 of the Code of Alabama (1975), (referred to hereafter as "Owner") and, WATER MANAGEMENT SERVICES, INC. (WMS) (referred to hereafter as "Manager"), which is a Utility Board, organized under the laws of the State of Alabama.

WHEREAS, Owner has recently been formed as a new corporate entity, and has acquired (and is in the process of a transfer of assets) of a water and wastewater system (referred to hereafter, as "system"), located in Uniontown, Perry County, Alabama, and is organized by law to provide water and sewer services to residents in Uniontown, Perry County, Alabama. Owner's water system (ADEM PWS ID# AL0001100) consists of approximately 60 miles of water mains, two groundwater well sources with a combined capacity of 1,500 gpm, one elevated storage tank with a capacity of 500,000 gallons, and one ground storage tank with a capacity of 90,000 gallons. The water system serves approximately 1,200 customers. The meters are read by a radio-read system. Chlorine and a blended phosphate corrosion inhibitor are added at the two (2) well sites. There is a connection to the City of Linden's water system for the sale of water to the City of Linden. Owner's wastewater system (ADEM NPDES Permit# AL0063657) consists of gravity sewer collection lines and 10 pump stations to transport the

wastewater to the lagoon. Treatment is provided by a three (3) cell lagoon with disposal at a spray field. The wastewater system serves approximately 825 customers,

AND WHEREAS, the system as a whole requires revitalization, to wit: the lagoon and spray field are in a failed state and non-compliant with the rules and regulations of the Alabama Department of Environmental Management, resulting in an effort by public and private partners to secure funding in the amount of approximately $31,500,000 to allow for a rehabilitation and replacement project, currently underway, that will result in the complete rehabilitation of the system's collection system and result in either (1) the transfer of wastewater effluent to the neighboring City of Demopolis, or (2) the construction and operation of an advanced wastewater treatment plant in the City of Uniontown, depending on the resultant data and efficacy of the collection system rehabilitation portion of the project,

AND WHEREAS, Owner's territory includes a correctional facility within the county, which is currently not operating, but may come back into operation during the term of this contract. If so, the services to be provided by the Management Company do not include the Correctional Facility and may require a revision to the services rendered and compensation.

AND WHEREAS, Owner desires that its system be operated and maintained in the most efficient manner possible, while complying with all applicable laws and ordinances, and Owner has requested Manager to provide certain services. Manager has represented to Owner that it has the required professional skills, qualified personnel, and technical resources to manage, operate, and maintain such system, and Manager has agreed to provide the needed services on the terms and conditions set forth in this Agreement, with the understanding of both parties that the noncompliant condition of the wastewater system cannot be returned to compliance without the completion of an improvement project,

NOW THEREFORE, in consideration of the promises and terms contained herein, the parties agree as follows:

Legal Relationship. Manager shall act only in the legal capacity of an independent contractor to Owner. Manager shall have complete charge and supervision of the personnel performing the services and shall be fully responsible for the services performed by it, or on its behalf hereunder.

Effective Date. This Agreement shall become effective on March 1st, 2021, once the Agreement is signed by both parties, the Owner has obtained a signed lease agreement, occupies its own office space, and has fully separated from the City of Uniontown.

Expiration of Agreement. This Agreement shall remain in effect for a period of five (5) years, beginning on the effective date.

Compensation. Owner shall pay to Manager a monthly fee in the amount of $ (b) (4) per active water customer and $ (b) (4) per active wastewater customer. This fee shall be based upon the number of active customer accounts of the system recorded at the time of the current month's billing date, and not withstanding any provision within this document that may be construed to the contrary. There shall be no automatic annual price adjustments, but periodic negotiations based upon changes in management requirements may be necessary from time to time and can be considered for negotiation based on need of such requirements as determined by the Owner.

Owner's Obligations. Unless otherwise specified within this Agreement, Owner shall be responsible to bear the costs required to provide Manager with the supplies, (including laboratory supplies), equipment, facilities, and land needed to accomplish the management objectives set forth. Owner shall be responsible out of its funds to bear the expense of its own taxes, license fees, utility bills, legal representation, auditor,

insurance, engineering services, and at its expense provide for replacement or renewal of system facilities, assets and components, and its other expenses. Owner shall be responsible to perform all functions and retain all responsibilities and obligations related to the system which are not specifically set forth within this Agreement.

Ownership of property. All real property, facilities, equipment, supplies, and vehicles, as well as all digital and intellectual property, trademarks, logos, or other proprietary software or reports now owned by Owner or acquired by Owner using its financial resources during the term of this Agreement shall remain the property of Owner. Similarly, all real property, facilities, equipment, supplies, and vehicles, as well as all digital and intellectual property, trademarks, logos, or other proprietary software or reports now owned by Manager or acquired by Manager using the financial resources of Manager during the term of this Agreement shall remain the property of Manager.

Transportation and service equipment. Owner anticipates the following equipment will be needed in fulfilling the obligations as set forth by this contract: -

3 vehicles, one of which should be a 4-wheel drive truck;

a lawn mower, weed eater, and trailer;

a mini excavator

Owner currently owns and or shall make available to the Manager for use the following equipment: Owner will arrange for the use of a backhoe from the City of Uniontown if that can be arranged or alternatively provide the finances for the rental of the same, as needed. Vehicles and service equipment which the Manager currently anticipates providing and using in fulfilling its obligations under this Agreement include the items listed in this section above.

Transportation and Service Equipment Repairs. Owner shall be responsible for the cost of all maintenance and repair of the equipment and vehicles which it owns, and Manager shall be responsible for the cost of all maintenance and repair of the equipment and vehicles which it owns.

Use of Facilities and Equipment. Owner hereby authorizes Manager to use Owner's real property, facilities, equipment, supplies, vehicles, accounts, passwords, keys, or any other information and resources necessary to access the property of the Owner exclusively for the benefit of Owner in order to meet the objectives identified by Owner. Any other use of Owner's real property, facilities, equipment, supplies, vehicles, accounts, passwords, keys, or any other information and resources necessary to access the property of the Owner is not permitted, unless expressly authorized by a majority vote of the Owner's board members, and set out in a signed writing.

Policies and Procedures. Manager agrees to abide by all policies and procedures formally adopted by the Owner. Manager also agrees to regularly review and provide feedback to the Owner with regard to existing policies and procedures; including, but not limited to, specific examples of gaps of coverage in any policy and procedure document implemented by the Owner, as well as professional consultation or opinion as to the need of any additional policies or procedures necessary for the persistent compliant and successful operation of the Owner's system.

Basic Goals. Manager shall, at all times, operate and maintain the water system in such a manner as to comply, at all times, with the requirements of all local, State, and Federal laws and regulations, including but not limited to ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations, and as

otherwise provided by the policies and procedures established by Owner. The wastewater operation is in a non-compliant state with the Alabama Department of Environmental Management. The operating permit issued by the ADEM for operation approval and operating parameters cannot be renewed until a complete rehabilitation is completed of the wastewater operation. Thus, the pending USDA wastewater improvement project is designed to correct the existing problems and return the wastewater operation to a sustainable and compliant condition. Manager will provide qualified licensed wastewater operators to assist in every way possible to maintain this operation in its existing failed and non-compliant condition. However, no change or improvement in the non-compliant status with the ADEM or EPA can be achieved until a complete revitalization of the system has been finalized, inspected and approved. For this reason, an effort by public and private partners to secure funding to allow the complete rehabilitation and replacement of the system is underway and referred to as the USDA Wastewater Improvement Project. A Disclaimer is included as a part of this Agreement (Appendix A) for the Uniontown Board's approval and to be made a part of the Management Agreement. Manager shall endeavor at all times to maximize revenues for Owner and provide convenient services to the public at the lowest possible cost. Manager shall promote the Waterworks and Sewer Board of the City of Uniontown, its system, and services in a manner that enhances the reputation of Owner. Manager shall consider input from the local citizens and community leaders, in addition to Owner's customers, contracting partners, State partners, Federal partners, membership trade associations, and interconnection recipients, in developing operations and programming, and in order to provide friendly customer relations; however, at no time will the Manager usurp the policies and rules of the Owner's Board to follow the direction or honor the wishes of those separate from the Owner's governing body, the Board of Directors

of the Waterworks and Sewer Board of the City of Uniontown. Manager shall perform the services and carry out its obligations hereunder with all due diligence, efficiency, and economy, having regard to generally accepted techniques and practices used in the water and wastewater industries and shall observe sound management practices, employ adequate staff, and acquire appropriate technology, and safe and effective equipment, machinery, materials, and methods.

Duty of Loyalty. The Manager shall have a duty of loyalty to Owner to act in the best interest of Owner in its dealings with others. The compensation provided herein shall constitute the Manager's sole compensation in connection with this Agreement. The Manager shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Agreement, or in the discharge of its obligations hereunder. Manager (and its officers and employees) shall not engage, either directly or indirectly, in any business or professional activity which conflicts, or may conflict, with the activities assigned to it under this Agreement. Furthermore, Manager shall affirmatively disclose in advance of any proposed action, any conflict of interest which it may have in the proposed actions of the Owner. Manager shall further strictly adhere to Owner's procurement procedures, as may be established by Owner's board members. Likewise, the Owner shall have a duty of loyalty to the Manager to act in the best interest of the partnership of the two parties resulting in successful management and operation strategies without interference of outside sources to divert the positive direction of the system. Additionally, Owner is to trust in the experience and counsel of the Manager, to support the actions of the Manager as the Manager goes about the day-to-day business of enforcing the Policies adopted by the Owner, and the Owner shall not hire or put in place any other person or firm, during the duration of this contract, that duplicates any service provided to the Owner by the Manager.

Day-to-Day System Management. Manager is hereby vested with responsibility for the day-to-day management of the system. Manager shall manage and operate the system subject to any operating procedures currently existing and adopted by Owner. Manager shall perform monthly customer meter reading for billing purposes and shall conduct meter re-reading on an as needed basis. Manager shall monitor customer usage, and promptly notify any customer where Manager detects an unusual rise in water usage by that customer. Manager shall handle all required reconnections, disconnections, and lock-offs, perform water and wastewater testing, maintain water and wastewater testing records, perform chemical treatment, maintain chemical treatment records, perform master meter reading, maintain master meter reading records, perform regular visual inspection of facilities, perform flushing of water lines and cleaning of wastewater lines as may be required, cooperate with professional services and other personnel as required over and above services of management agreement, update software, as needed, determine the location of pipelines as may be requested, make meter exchanges, as needed, maintain and pump water to tanks, maintain and monitor lift stations, assist the Owner in the acquisition and maintenance of system maps in cooperation with Owner, assist with mapping updates, locate and repair pipeline leaks whenever possible, and make every reasonable effort to maintain a minimum water loss to the system. The Manager and Owner's responsibility of system repair, maintenance or upkeep stops at the customer meter and does not include repairs or maintenance of any equipment or property located on private property of the customer.

Extraordinary Repairs. Manager shall perform corrective maintenance and make repairs to system, except for items not specifically contemplated by this Agreement, such as major road bores or creek crossings, major collection system line collapses or disruptions, major repairs to facilities for which water and wastewater systems ordinarily enter into contracts with

outside resources. Manager shall locate and make recommendations for third parties to perform these types of corrective maintenance and repairs and obtain pricing from said third parties from which Owner may compare and choose during its regular Board meetings. The Manager and Owner's responsibility of system repair, maintenance or upkeep stops at the customer meter and does not include repairs or maintenance of any equipment or property located on private property of the customer.

System Monitoring and Maintenance. Manager shall protect, repair, and maintain the system and all equipment, supplies, and vehicles provided by Owner, so as to preserve and improve Owner's capital investments. Manager shall prepare and update maintenance schedules for the facilities, equipment, and vehicles. Manager shall follow the maintenance schedules and arrange for preventative maintenance on all of Owner's equipment and facilities, including but not limited to wells and tanks, in accordance with manufacturer's recommendations, and maintain records of all maintenance thereon on behalf of Owner. Manager shall provide all monitoring and laboratory records pursuant to ADEM permit requirements for Owner's inspection. Manager shall prepare monthly monitoring reports in accordance with ADEM permit requirements and submit the same to ADEM in a timely manner. Manager shall perform all sampling required by Owner's current Public Water Supply permit and current National Pollution Discharge Elimination System permit for all process control management at all water and wastewater sites.

Financial Management. Manager shall have a fiduciary duty to Owner to act with due care and in the best interest of Owner with respect to managing the money and other property of Owner. Manager shall perform customer water and wastewater billing, accept collections of payments, perform customer service functions, respond to customer questions or complaints,

provide information and billing explanations to customers, prepare checks for payment, as requested by the Board, receive payments and post to customer accounts, post returned checks, and send letters notifying customers of the check's return and the requirement for payment, post direct payments, process new service requests, service transfers, and disconnects, order office supplies, total receipts, make daily deposits to Owner's banking accounts, and make transfers as may be required to Owner's various financial accounts, such as those designated for reserve, replacement, debt payment, operating funds, and surplus funds. Manager shall make reasonable attempts to collect payment of all customer water and wastewater bills, and disclose to Owner which of those bills it deems uncollectible, such that Owner may turn those accounts over to a third party collection agency, or take other action, should it desire to do so. Manager shall ensure that deposits match receipts, in every instance. In the event, deposits do not match receipts, Manager shall call immediate attention to the discrepancy to Owner. Manager shall further call immediate attention to Owner of any financial account discrepancy where there is an indication of possible missing funds from any account. Manager and its employees shall cooperate fully and at all times in any investigation regarding financial activity, as may be required by Owner. Manager shall take action to comply with and enforce Owner's Customer Service Agreement, Rules and Fee Schedules as adopted by Owner. Manager will promptly discontinue water and wastewater service to those customers for non-payment of past-due customer account balances in accordance with Owner's policies. As directed by Owner, Manager will also make recommendations for the acquisition of supplies, equipment, and other resources needed to perform this Agreement. After approval, Manager will acquire said resources on behalf of Owner, and provide invoices for inspection, and generate checks for Owner's representative to

sign to make payment for the same. Similarly, Manager will generate checks for Owner's representative to sign with regard to all other billing owed by the system.

Garbage Fee Collection. In the event Owner agrees to continue collecting garbage fee payments on behalf of the City of Uniontown, Manager will collect and remit such payments as directed by Owner. Monthly reconciliation of garbage billed and collected will be performed. Manager will also coordinate garbage reports with the auditor.

Financial Report. Manager shall prepare a financial report for Owner monthly, which shall include a report of income and expenses, budget comparisons, aged accounts receivable, fund balances, customer deposits, sales tax, number of active customers, customer disconnections, collections, account transfers to reserve, debt service, replacement or other accounts, and other matters of such nature as requested by Owner.

Monitor and Manage Power Usage. Manager will review invoices, track power consumption on a monthly basis, and approve for correctness and payment all amounts to be paid for the same by Owner. Manager will periodically review the applicable rate schedules from electrical providers and will operate system in such a way as to minimize electrical costs to Owner.

Emergency Repairs not Favored. Manager shall endeavor to inspect Owner's equipment, and notify Owner well in advance when wear and tear has occurred, and notify Owner that particular equipment will soon need repair or replacement, such that damaged or worn equipment may be replaced on a nonemergency basis. Manager shall make regular recommendations to Owner such that Owner may adopt policy in order to avoid emergency repair or replacement within the system, whenever possible.

Facility Access. Manager shall provide access to the system and its facilities to any personnel so authorized by Owner, including board members, during normal business hours. Owner shall provide a minimum of 24 hours' notice to the Manager should visits be required to be scheduled or conducted outside of normal business hours. Manager shall allow access to facilities and supervise third parties hired by Owner to inspect or to make capital improvements to the system, as may be authorized by Owner. Grounds and facilities to be well-kept. Manager shall provide general grounds maintenance, ensuring the grass is kept cut, and the facilities of the system. The office, and other properties should be kept neat, clean, and orderly. A cleaning service may be obtained by Board Approval.

Audit. Owner shall be responsible for the cost of any financial audit or additional fraud detection which it desires to employ, and Manager shall fully comply and cooperate with any auditor or other professional hired by Owner for such tasks, promptly providing any and all information which may be requested by such auditor, including garbage collection and billing on behalf of the City of Uniontown, as directed by the Owner. In the event the auditor requires the original financial documentation, Manager shall scan the originals prior to releasing them to the auditor, such that a copy is always available to Manager and Owner during the audit.

Document Retention and Security. Manager shall securely retain all of the documentation, reports, account information, files, contracts, financial records, and all other information on behalf of Owner. All original documentation shall be kept on the premises at Owner's customer service center. All documentation, records, and reports of the system shall be made available to the Owner (through its board members) for review and inspection at any reasonable hour, as may be requested by any of Owner's board members, or authorized representatives. Additionally, all important documentation shall

be regularly electronically scanned and updated, such that board members and Manager may access the same on-premises, or off-premises, whenever needed. All documentation generated by Manager for Owner shall be the property of Owner. Manager shall utilize current, industry approved, technologies to back-up critical system documentation and data and will provide access to those backups to the Owner when deemed necessary by a vote of the Board. Owner agrees to provide access and updates to all computers, physical or virtual, and software and software services as needed. Furthermore, Manager shall maintain a complete set of all important documentation and customer information (in digital form) off-site such that the critical data pertaining to the system can be quickly rebuilt in the event of the loss or destruction of the originals at the Owner's customer service center.

Dissemination of Public Information. Manager shall provide the public with notice of all board meetings, and of other legal notices which are required to be posted. Manager shall follow Owner's Policy for handling the requests of documentation from members of the public. In the event documentation is requested by members of the public, and Manager is in doubt as to whether the information should be made public under the current system policies of the Owner, Manager shall consult and follow the directions of the attorney employed by Owner prior to acting upon such request. Protection of confidential information. Manager shall preserve and protect the confidentiality of personal information it acquires in the course of its duties as Manager, (such as the private account information of individual customers), and it shall not release any such protected information to the public, except through Court order or lawful

subpoena, which has been reviewed by the attorney for Owner, and subsequently approved by Owner for release.

Certain Approvals Reserved. Owner reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the system. These include, but may not be limited to, expenses, fees, and cost of services, policies and procedures, financial reporting methods, programming, hours of operation, marketing and advertising. In the event Owner changes procedures which increase the work required of Manager, Owner will negotiate a new fee with Manager for each additional task that may be required. In the event Owner is proposing a possible change, Manager will alert Owner prior to the Owner making such change that the proposed change may require an additional management fee and provide to Owner the anticipated amount of the additional fee Manager will require.

Indemnification. Manager shall protect, defend and hold Owner and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of Manager's performance under this Agreement. Owner shall promptly notify Manager of any notice of any such claims. Nothing herein shall be construed to prevent Owner from defending its own interests, should it so choose.

Insurance of Manager. Upon assuming control of the system, Manager shall immediately provide Owner a certificate of comprehensive general public liability

insurance in the amount of $1,000,000.00 per each occurrence, $2,000,000.00 general aggregate, naming Owner as an additional insured thereon. In addition, Manager shall obtain and provide proof to Owner that Manager has obtained a fidelity bond (or employee dishonesty bond) in an amount not less than $190,000.00 or such other amount recommended by a reputable insurance professional or firm and approved by the board, covering all of Manager's employees who may handle funds on behalf of the system. Manager shall also obtain and maintain statutory worker's compensation insurance sufficient to meet any and all corresponding liability for all employees. Manager shall keep all such coverage continuously in effect throughout the life of this Agreement. On each occasion insurance is obtained or renewed, or in the event of any change in insurance, Owner shall be provided proof thereof at the next official Board meeting. Manager shall pay for the cost of all insurance with respect to this provision. Manager shall also require any of its subcontractors to obtain similar insurance and provide proof thereof prior to doing any work for Manager or Owner.

Insurance of Owner. Manager shall continuously manage the insurance policies required by Owner, obtaining timely quotes for price comparisons upon each renewal date, to insure Owner against all risks customarily insured against by Owner and of similar systems. Owner shall pay the insurance company directly for the cost of this insurance. These insurance policies shall include property insurance in an amount necessary to cover any losses to Owner's own equipment, vehicles, and real and personal property, including commercial liability insurance for bodily injury and property damage. It shall also include a policy insuring Owner for Director's and Officer's liability.

Existing contracts. Manager shall abide by and assist Owner in meeting the terms of all of Owner's water supply contracts to ensure a continuous, safe, and reliable source of water for the system, its customers, and its contract partners. The wastewater operation is in a non-compliant state with the Alabama Department of Environmental Management. The operating permit issued by the ADEM for operation approval and operating parameters cannot be renewed until a complete rehabilitation is completed of the wastewater operation. Thus, the pending USDA wastewater improvement project is designed to correct the existing problems and return the wastewater operation to a sustainable and compliant condition. Manager will provide qualified licensed wastewater operators to assist in every way possible to maintain this operation in its existing failed and non-compliant condition. However, no change or improvement in the non-compliant status with the ADEM or EPA can be achieved until a complete revitalization of the system has been finalized, inspected and approved. For this reason, an effort by public and private partners to secure funding to allow the complete rehabilitation and replacement of the system is underway and referred to as the USDA Wastewater Improvement Project. A Disclaimer is included as a part of this Agreement (Appendix A) for the Uniontown Board's approval and to be made a part of the Management Agreement.

Bond Covenants and Grants. Manager shall become familiar with any and all bonds of Owner, and assist Owner in meeting all of the terms, conditions, and covenants of its bonds. Manager shall assist Owner in complying with all requirements related to any and all grants and any Federal financial assistance received by Owner for the benefit of the system.

Inventory. Manager shall take inventory of all of Owner's supplies, equipment, vehicles, and other furnishings and physical assets on the date this Agreement becomes effective, and on each anniversary date of this agreement, and on the date this Agreement is terminated. Manager shall provide a copy of the record of such inventory to Owner on each said date.

Annual Budget. Manager shall assist in making a proposed budget each year to present for adoption by Owner and shall operate the system in compliance, whenever possible, with the approved annual budget and fee schedule adopted by Owner, utilizing Owner's existing assets, resources, and leases to the greatest possible economic effect for the benefit of Owner. Manager shall make regular recommendations to Owner at board meetings regarding ways to reduce costs. Manager shall maximize revenues and assist in planning a budget such that the system has adequate financial strength to meet all of its current needs and all of its anticipated future needs, such that the system, at all times, has the financial capacity to meet any and all financial tests required by its bond covenants.

Long-Term System Planning. Manager shall cooperate with the system's engineer and other partners to prepare short term and long-term plans to present to the Board on a regular basis, designed to enhance the quality of life for the customers of the system by providing a safe and plentiful water supply and clean and dependable wastewater treatment in an economic and efficient manner. It is the intention of Owner to create long-term plans for the long-term financial viability of the system. Manager shall work with engineers and others hired by Owner to determine when facilities or equipment will likely require renovation or replacement and provide a proposed plan and budget with long-term goals in mind.

Construction. Manager will review construction plans and other projects, confer with contractors and engineers as needed, consults with industry representatives, assist in overseeing construction of new facilities or capital improvement projects on behalf of Owner, and maintain records to ensure compliance with plans and specifications. Manager will similarly maintain records of construction projects, including state and federal permits, and make reports regarding construction progress to Owner.

Employment Opportunities. Manager shall hire local citizens to the greatest extent reasonably possible and practicable. Manager shall provide all applicants and employees equal opportunity for employment without regard to race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other protected status. Manager shall not discriminate against any applicant or employee on the basis of race, color, religion, national origin, ancestry, age, sex, pregnancy, physical or mental disability, veteran status, sexual orientation, or any other legally protected status, at any time, including but not limited to the application process, initial employment requirements, promotion, transfer, selection for training opportunities, employee compensation, discipline, demotion, layoff, termination, employee benefits, in its internal policies, or any and all other terms and conditions of employment. Manager acknowledges the Alabama At Will Employer provisions.

Staffing. Manager shall adequately staff, manage, operate, and maintain the system, and all of its facilities, including Owner's customer service center with highly qualified and properly trained personnel, and in compliance with state, federal and local laws. Manager shall conduct criminal background checks for each employee responsible

with handling Owner's funds, and shall not employ any employee to handle funds who has a background which includes guilt of any crime involving theft, burglary, robbery, or any other similar offense. Manager shall provide the highest level of friendly, reliable, and responsive customer service personnel, which shall include adequate staffing. Manager is responsible for employment practices, including hiring and dismissal of employees. Manager shall keep Owner's customer service center open to the public during normal business hours as approved by Owner. Employees working in the field shall be available at similar hours to perform their duties, in addition to any other time that may be required by law. Furthermore, Manager shall maintain a sufficient staff during all open hours to take customer payments without unreasonable delay, maintain, keep, record, and draft proposed minutes, resolutions, financial documents and other necessary records for Owner, to address customer complaints, to accomplish work in the field according to reasonable industry standards and expectations, and to respond in a timely manner to emergency situations.

Safety. Manager will provide paramount attention to the well-being and safety of its employees, customers, and invitees who may be guests on Owner's premises.

Security Precautions. Manager will maintain premises with reasonable security precautions at the sole cost of the Owner.

After-hours Response. Manager shall provide a delegation of authority plan to Owner in order to provide prompt after-hours response to matters involving the system. Manager shall provide the relevant telephone numbers and or other contact information of employees who are available to respond to calls from Owner's selected after-hours answering service, and Manager shall have one or more employees ready and willing to

respond reasonably and appropriately at all times to such calls. Representatives of Owner and of Manager shall similarly exchange all relevant after-hours contact information with one another so that each will be able to contact the other promptly in the event urgent action is needed.

Urgent Response. Manager shall respond promptly to emergency situations relating to the system on behalf of the Owner and shall report all matters of a critical nature to the Owner in a timely manner. Manager will ensure that all necessary repairs are made as quickly as possible. Conditions such as main water line breaks, main wastewater line backups and blockages, pump failure, or other conditions affecting the quantity or quality of service available to customers shall be corrected as soon as possible after being brought to the attention of Manager, whether those events occur during or outside of the normally scheduled work hours. In the event of catastrophic failure creating an unusual delay in repair, Manager will provide customers potable and bottled water during the interim period. The cost of the potable and bottled water will be borne by Owner.

Website. Manager shall provide information and images to Owner's website provider for website updates and designs, as may be appropriate, or as may be requested by Owner.

Office, Safe and Computer Access. Manager shall follow the Owner's Policy concerning office, safe and computer access. If protocols are not stipulated in the policy for a particular access request, the Manager will bring the details of the request to the Owner's Board of Directors and follow the direction of the decision of that Body.

On-Going Training. Manager shall provide on-going training for personnel assigned to the system, in the areas of operation, maintenance, and safety. Manager shall provide information about training opportunities available to the Owner's Board of Directors at regular intervals.

Purchase Locally. Manager shall make purchases locally and use local service providers when obtaining goods and services for Owner to the greatest extent reasonably possible and practicable.

Certifications. Manager (and each of its employees) shall obtain and maintain all necessary licenses, certifications, and accreditations as necessary, to operate, maintain, and manage the system, and shall maintain the number of employees working in the system which may be required by ADEM.

Customer complaints. Manager shall comply with all ADEM regulations and Owner Policies as they relate to customer complaint management.

Attendance at Board Meetings. Manager shall attend all Board meetings of Owner, unless excused, and provide full financial accounting, and system operations reports, water loss statistics, wastewater treatment statistics, reports, responses, and recommendations related to customer complaints, sanitary inspection reports, reports of compliance with ADEM requirements, budget proposals and reports, inventory reports, reports regarding maintenance schedules and compliance therewith, outage reports, chemical and biological monitoring requirement reports and laboratory results, maintenance activities, plans and priorities for the system, and otherwise provide all requested, and all needed information to the Board members such that they can make fully informed decisions about the health, the needs, and all other factors regarding the

operation of the system. Manager shall assist in preparing the agenda for Owner's board meetings and provide a copy of the proposed agenda to board members not later than the workday preceding the regularly scheduled board meeting. Manager shall make arrangements for the appearance of guests. Manager shall provide the guest with notice that their appearance before the board will be limited to a five-minute presentation. Manager shall notify board members well in advance of each meeting of the nature of business of each such guest. Manager shall record and prepare proposed minutes for the board members, distribute the same to each board member and to the board attorney in advance of each board meeting, and make corrections as may be requested by Board members. Manager shall further offer information to Owner's board members about training opportunities periodically concerning informational updates on the system and other requirements of the system and for the water and wastewater industry in general.

Notices. All notices, requests, demands, or other official communications hereunder shall be in writing and shall be deemed to have been duly given upon hand delivery, or, if mailed, five (5) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the last known address of the persons who have executed this Agreement. The current addresses for notice are as follows:

Owner: THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

P.O. Box 236 Uniontown, Alabama 36786

Manager: Water Management Services, Inc.

2576 Bell Road, Montgomery, AL 36117

Terms Continue Until Termination. In the event this Agreement is not formally renewed at the expiration of its term, and Owner has not officially replaced Manager, the parties shall continue to meet their duties under this Agreement, and the terms and conditions of this Agreement shall continue to govern the relationship of the parties until it is renewed or terminated, or until Owner has officially replaced Manager with a new Manager.

Termination Without Cause. This Agreement may be terminated "without cause," (for no stated reason), and without penalty to either party, by providing sixty (60) days written notice to the other party of the intent to terminate. Neither party shall be liable to the other for any special, consequential, indirect, or incidental damages relating in any way to the decision of the other for termination of this Agreement.

Termination for Cause. This Agreement may be terminated "with cause," and without penalty to either party for so terminating, for a material breach of the terms of this contract upon thirty (30) days written notice to the other party of the intent to terminate, together with a statement concerning the reason for termination.

Option Upon Default. In the event of Manager's default (any failure to provide services listed in this Agreement), or in the event of the occurrence of serious misconduct of an employee of Manager whom Manager has not timely suspended or replaced, Owner may opt to give Manager written notice of said default. If within thirty (30) days of said written notice, Manager does not comply with the provisions of this Agreement and correct the aforesaid default, Owner may, at its option, unilaterally terminate this Agreement, and institute whatever additional remedies Owner deems necessary and proper to protect its interest, and the interest of the public.

Non-waiver. The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any right hereunder in the future.

Immediate Termination for Certain Causes. Either party may terminate this Agreement immediately upon the occurrence of any one of the following events: material breach of contract involving criminal activity by the breaching party, or where an audit has revealed missing funds of the Owner where Manager's employees cannot be excluded as potential suspects, and Manager is unwilling to immediately suspend or replace such employees until a thorough investigation can be completed, the filing of any type of bankruptcy proceeding, the insolvency of a party, if either party makes an assignment for the benefit of creditors, or a change of law making it impossible for either party to perform its obligations hereunder.

Terms Which Survive Termination. The parties agree that the termination of this Agreement shall not relieve either party of obligations to safeguard confidential and non-public information, to make payments owed to the other, and to meet any other obligations herein which common sense would dictate as a continuing obligation.

Upon Termination. Upon termination of this agreement, Manager shall fully cooperate with the running of the system, and the turnover of equipment, documentation, keys, supplies, vehicles, and necessary information in order to allow for a smooth transition to new management. Owner shall continue to provide compensation to Manager as outlined in this agreement if Owner requires Manager to remain beyond the expiration of this Agreement to assist in such period of transition. Upon termination or expiration of this Agreement, Manager shall further certify in writing to Owner that Manager has complied with all local, State, and Federal laws and regulations, including but not limited to

ADEM, EEOC, OSHA, USDA, ALDOT, and EPA regulations, Alabama One Call, and any and all other applicable laws and regulations pertaining to the water operation. The wastewater operation is in a non-compliant state with the Alabama Department of Environmental Management. The operating permit issued by the ADEM for operation approval and operating parameters cannot be renewed until a complete rehabilitation is completed of the wastewater operation. Thus, the pending USDA wastewater improvement project is designed to correct the existing problems and return the wastewater operation to a sustainable and compliant condition. Manager will provide qualified licensed wastewater operators to assist in every way possible to maintain this operation in its existing failed and non-compliant condition. However, no change or improvement in the non-compliant status with the ADEM or EPA can be achieved until a complete revitalization of the system has been finalized, inspected and approved. For this reason, an effort by public and private partners to secure funding to allow the complete rehabilitation and replacement of the system is underway and referred to as the USDA Wastewater Improvement Project. A Disclaimer is included as a part of this Agreement (Appendix A) for the Uniontown Board's approval and to be made a part of the Management Agreement.

Assignment. This Agreement may be assigned to a successor Manager only with the prior written consent of Owner. In the event this Agreement is assigned to a successor Manager with the prior written consent of Owner, this Agreement shall be binding upon the said successor Manager and Owner.

Force Majeure. A party shall not be considered to be in default or sustain liability to the other with respect to any obligation under this Agreement (other than an

obligation to pay sums due) if it is prevented or delayed from fulfilling its obligations by reason of a Force Majeure Event, including, but not limited to energy facilities failure, acts of governmental authorities, acts of God, acts of public enemy or terrorism, fires, strikes or other labor disputes, delays in transportation, civil unrest, riots, war, epidemics, Change of Law, or any other cause beyond the reasonable control of the party asserting the Force Majeure Event. However, in the event of disruption by a Force Majeure Event, Manager shall use all reasonable efforts to properly operate and maintain the system.

Severability. If there is a conflict between any provision of this Agreement and the applicable law of the State of Alabama, the law of Alabama will prevail and such provisions of this Agreement shall be amended or deleted as necessary in order to comply with Alabama law. Furthermore, any provisions that are required by Alabama law which have been omitted from the terms of this Agreement are hereby incorporated herein, as if set out fully herein. If any provision of this Agreement is for any reason determined to be legally invalid or unenforceable, that said provision shall be stricken from the Agreement, and the validity and enforceability of the remaining provisions shall not be affected, and shall continue in full force and effect.

Entire Agreement. This written Agreement, including any Exhibits specifically incorporated by reference, represents the complete, sole, final, and entire expression of the agreement between the parties. Any other representations or agreements between the parties shall have no effect unless set forth in writing and signed by the parties after the date of this agreement.

USDA Approval Required. This Agreement and any and all future revisions or amendments is subject to the approval of the United States Department of Agriculture

(USDA), before acceptance is considered final. Manager shall comply with all requirements necessary for USDA approval.

Amendment. The terms of this Agreement may not be modified or amended, unless such amendment is expressed in writing, and signed by all parties. In the event the scope of services should change by agreement of the parties, or as a result of some event not anticipated by the parties, the parties may equitably adjust the monthly fee provided to Manager. In such event, both parties agree to negotiate changes in a reasonable period of time and make any such changes to compensation retroactive to the date when cost of changes first occurred.

Law. All matters which may affect the interpretation of this Agreement and the rights of the parties hereto shall be governed in accordance with the laws of the State of Alabama.

Exceptions and Additions. The parties hereby agree that this is not a contract of adhesion. Both parties may offer other provisions than the standard provisions desired by Owner. Therefore, the parties agree on the following changes, exceptions, or additions to the foregoing Agreement (use additional pages, if needed): Appendix A: Disclaimer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year above written.

THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

("Owner"): By: 

Clarence Black, Its Chairman

Marilyn Miller, Secretary

("Manager"): By: _____

Kathy Horne, Its President.

APPENDIX A

DISCLAIMER

WMS, Inc. acknowledges that the wastewater system of the Water Works and Sewer Board of the City of Uniontown (hereafter "Uniontown") is currently not in compliance with applicable state and federal rules and regulations governing the operation of wastewater systems (the "rule and regulations"), and has failed to comply with the rules and regulations for several years.

WMS, Inc. acknowledges that the existing infrastructure, equipment and assets of Uniontown are insufficient, deficient, and are incapable of supporting or enabling the operation of Uniontown's wastewater system in compliance with the rules and regulations.

WMS, Inc. acknowledges that significant funding has been or will be made available for Uniontown to remediate and replace its existing wastewater infrastructure, equipment and assets, and that Uniontown, ADEM, EPA, USDA, and others are cooperating on the development of a remediation plan but, presently, no remediation has been conducted, and no contracts have been executed, to fulfill the remediation plan, if any.

WMS, Inc. does not promise, warrant, or make any representation whatsoever that WMS, Inc. will operate the Uniontown wastewater system in compliance with the rules and regulations, given that compliance is impossible using the existing infrastructure, equipment and assets of the system.

WMS, Inc. does not promise, warrant, or make any representation whatsoever that it will, or can, remediate, improve or repair the existing infrastructure, equipment and assets of the Uniontown wastewater system. In providing wastewater management services, WMS, Inc. is under no duty or obligation to remediate, improve or repair the existing infrastructure, equipment and assets of the Uniontown wastewater system. Such duty and obligation is solely the responsibility of Uniontown or its successor in interest.

WMS, Inc. shall not be liable for any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind or character arising out of or relating to existing, preexisting or ongoing conditions of the infrastructure, equipment and assets of the Uniontown wastewater system.

WMS, Inc. shall not be liable for any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind or character arising out of or relating to the operation of the Uniontown wastewater system occurring prior to or subsequent the execution of a wastewater management agreement with WMS, Inc., except for willful and deliberate conduct by WMS, Inc, carried out in breach of its contractual duties.

Uniontown agrees to protect, defend and hold WMS, Inc. and its officers, employees and agents free and harmless from and against any and all losses,

penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind or character arising out of or relating to: (1) existing, preexisting or ongoing conditions of the infrastructure, equipment and assets of the Uniontown waste water system; (2) the operation of the Uniontown waste water system occurring prior to the execution of a water management agreement with WMS, Inc.; (3) any alleged act or omission of WMS, Inc. unless such act or omission is the result of willful or deliberate conduct by WMS, Inc., and carried out in breach of its contractual duties; and (4) any failure to comply with any preexisting or subsequent injunction entered against Uniontown regarding its wastewater system.

From: Gordon, Nivory - RD, Camden, AL
To: P C
Subject: RE: [External Email]Interest in contract-Uniontown Water and Sewer
Date: Wednesday, June 16, 2021 12:59:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

I WILL CHECK ON THIS ITEM

Nivory Gordon, Jr.
Area Director
Camden Area Office
USDA Rural Development
321 Depot Street
Camden, AL 36726
Phone: 334-682-4116 ext.4
www.rd.usda.gov

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From: P C <chestnutlawfirm@gmail.com>
Sent: Tuesday, June 15, 2021 11:49 PM
To: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>
Subject: [External Email]Interest in contract-Uniontown Water and Sewer

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Sentell sent Guidelines for a Construction Contract with this provision in it:

"Section 6.05 All amounts not paid when due will bear interest at the rate of [number] percent per annum"

Is this allowed in spite of the fact that USDA gave a 100% grant? If it is allowed, what is an allowable percentage if the Uniontown Water and Sewer Board pays a construction company later than anticipated?

Prince Chestnut

From: Gordon, Nivory - RD, Camden, AL
To: Burroughs, Calvin - RD, MONTGOMERY, AL
Subject: Re: News Article - Daily Yonder 10.14.2021
Date: Thursday, October 14, 2021 4:59:35 PM
Attachments: image009.png
image010.png
image011.png
image012.png
image013.png
image014.png
image015.png
image001.png

Thanks

From: Burroughs, Calvin - RD, MONTGOMERY, AL <Calvin.Burroughs@usda.gov>
Sent: Thursday, October 14, 2021 3:37:59 PM
To: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>
Subject: RE: News Article - Daily Yonder 10.14.2021

Text of the article, with advertisement and photo omissions:

In the Black Belt of the American South, residents of Uniontown, Alabama, are making a continued plea to be included in crucial decisions regarding the future of a failing sewage system.

As many rural towns across the country struggle to build and maintain the infrastructure necessary to establish a healthy quality of life, a number of predominantly Black communities have been seeking environmental justice by utilizing federal funding to fix deficient sewage and wastewater systems. From nearby Lowndes County, Alabama to Cahokia Heights, Illinois, there are many places like Uniontown facing urgent needs.

Ben Eaton is a leader at Black Belt Citizens Fighting for Health and Justice and a commissioner for Perry County, where Uniontown is located. He has been trying to keep up to date with changes to the town's sewer system. But it hasn't been easy.

"When we ask questions about the different things that we are concerned about, we are sort of ignored," Eaton commented. "I think that is a racial discrimination injustice problem here."

A new sewer project is currently being planned in Uniontown, but its systems have been out of compliance with Alabama Department of Environmental Management (ADEM) requirements for decades. According to a report from the Institute of Human Rights at Columbia University, current government funding "is inadequate to meet sanitation infrastructure needs, particularly for rural communities." As the report notes, places with high levels of poverty have limited local tax bases, which leaves insufficient funds for local governments to invest in sanitation solutions.

Higher levels of government, like the US Department of Agriculture's (USDA) Rural Development Office, can be a resource for rural towns in need of additional funding. However, funding alone cannot address deeper historic and systemic issues, including legacy pollution, limited staffing, and lack of public engagement.

These are the challenges community members in places like Uniontown are taking on.

Welcome to Uniontown, Alabama

Nine out of 10 residents in Uniontown are Black and more than half live below the poverty line, according to the most recent figures from Data USA. The small town of nearly 2,000 in Perry County has a significant history of environmental degradation.

In 2010, the U.S. Environmental Protection Agency, Alabama Department of Environmental Management (ADEM), and Perry County Commissioners approved moving 4 million cubic yards of toxic coal ash from Kingston, Tennessee to Uniontown, according to the American Bar Association. Since then the Arrowhead Landfill has received waste from 33 states, and local residents have experienced emissions of foul odors, loud noises, and breathing problems due to the landfill site.

"We tried and tried to convince them that ... it was a bad idea, and

there were a lot of environmental concerns that we had about it," said Mary, a resident of Uniontown.

Finding Funding, But Still No Fix for a Failing System

In 2018, Uniontown received a $23.4 million Water and Waste Disposal grant from USDA to replace its current sewage system. Additional private grants by corporations brought total funding to more than $30 million, though final totals have not been confirmed. U.S. Rep. Terri Sewell of Alabama's seventh congressional district helped lead the charge in securing the grant.

"I am pleased that USDA will provide this essential funding to the City of Uniontown to help repair their existing wastewater treatment plant," she said.

Yet the grants from 2018 weren't the first instance of funding to fix Uniontown's wastewater challenges. In 2012, it received $4.8 million to address the failings of its current system, which uses a sprayfield and lagoon to treat and drain wastewater. About half of the 2012 funding was a grant and the other half was a loan the city is still repaying.

There is no record of any entity being held accountable for the 2012 project's ultimate failure, which involved upgrades to the sprayfield and lagoon, handled by Sentell Engineering, a local firm. Despite continuing issues with the upgraded system, Sentell was again named in the 2018 USDA grant application, this time to build a new system, a pipeline connecting up to Demopolis, a nearby town 20 miles to the west.

Clarence Black, the chair of the local Water and Sewer Board said it would be costly to go to an engineering firm other than Sentell. To complete the 2012 project, Sentell used previous data and findings from the sprayfield's original engineers, but it lacked information that would have shown the spray pumps weren't compatible with the

area's soil.

In that regard, "it was designed to fail," Black said, when discussing the 2012 project.

Now looking forward to the future of Uniontown's sewage system, Black says the board is open to entertaining any ideas that work. "If [there's] a plan ... working somewhere else, we're going to be glad to tour it and get an opinion about it."

Meanwhile, local residents described their struggles to access information and offer comments, just the same as with the 2012 project, and they worry about the consequences of another failed approach.

A Closer Look at the Sewage System — and its Failures

Uniontown's existing infrastructure uses a sprayfield and lagoon system. How does it work, and, in many cases, fail to do so?

"After passing through the treatment process [in a lagoon] ... water is spray irrigated onto the spray field, where it is supposed to percolate into the ground," explained Mark Barnett, an environmental engineering professor at Auburn University. "However, because the soils don't percolate very well, the water backs up, overflows out of the spray field, and goes directly to the creek."

These overflows of untreated sewage have been very common, said Nelson Brooke, a "riverkeeper" who works for an organization that aims to keep the region's Black Warrior River and its tributaries free from pollution. Brooke has monitored the situation in Uniontown for years and said that thanks to aging pipes and Alabama's heavy rains the system is overwhelmed. "There's just a constant state of

overloading of the system," he said. "The collection pipes that feed to the lagoon from homes and businesses are really old, falling apart, [and] have cracks in them."

There have been 150 reported overflows into the nearby Freetown and Cottonwood creeks since reporting began in 2004, according to Sanitary Sewer Overflow (SSO) reports for Uniontown. These overflows require repairs to pipes, pumps, and spray fields. Local officials place signs to notify the public of incidents, but it has been unclear to many community members where those signs are placed and for how long.

Along with heavy rains, a local catfish processing company, Harvest Select, discharges about 110,000 gallons per day into Uniontown's lagoon, making them the largest emitter to the system, according to an ADEM press release. The Black Warrior Riverkeepers organization has been in contact with the USDA and ADEM trying to limit the amount of waste Harvest Select can pump into the lagoon.

"It's a very water-intensive process and they discharge their wastewater after a little bit of pre-treatment into the Uniontown lagoon," Brooke said. "They're clearly discharging too much into the system and contributing to these illegal overflows, yet neither ADEM nor the authority in charge of the lagoon [has] done anything to put a limitation in place."

New Board Oversight, Continuing Concerns

On Uniontown's City Hall bulletin boards there are hundreds of paper notices to town residents interested in being updated. Among these cluttered papers are announcements of the town's upcoming Water and Sewer Board meetings. The board holds power in determining the future of Uniontown's failing sewer system.

The Water and Sewer Board is a relatively new entity, established under the terms of the 2018 grant. Its members were appointed by the City Council, but they are a separate, independent entity from

the council, according to the board's attorney, Prince Chestnut. The board has its own bylaws, and its members' positions are funded by the USDA grant.

On a Tuesday morning in August, while most residents were at work, a few Uniontown residents filed into city hall and sat across the room from those Water Board members as they commenced the monthly board meeting. Eaton, the Perry County commissioner and leader of Black Belt Citizens Fighting for Health and Justice, is the first member of the public to participate, inquiring about documents pertaining to the new sewage project.

"Are you all going to get that information out?" Eaton asked. "If so, when? If not, why?"

As tensions rose between Eaton and Water Board Chairman Black, Chestnut brought their conversation to a halt and promised to provide documents in the next meeting. The Daily Yonder made multiple requests for these same documents, from the Water Board, Attorney Chestnut, and USDA representatives, but these weren't fulfilled by the time of publication.

Beyond the requested documents, recordings of the Water and Sewer Board meetings aren't shared online, and there are no accessible, published meeting notes, making it difficult for the community to stay involved.

"The pandemic caused meetings to be held virtually, but the last two meetings have been in the public city hall auditorium," said a Uniontown resident named Ellis. "It actually seemed to me that there were more people involved when the meeting had to be a Zoom meeting."

In addition to these challenges, the board's Chairman doesn't take emails from the public and only does correspondence by phone.

“Anyone [that wants] to address the board about issues that they have with the sewer system, I made it open,” the chairman said. “They don’t have to go out and fill out no paper to get on the agenda.”

Catherine Flowers, an activist and director of the Center for Rural Enterprise and Environmental Justice, is familiar with these situations that confront low-income Black communities like Uniontown and her own home, nearby Lowndes County. Lowndes County also has experience with deficient septic systems in need of change, and Flowers noted how essential it is to involve the public.

“[Are they] listening to people in the community instead of their handpicked spokespersons?” Flowers said. “Ignoring them is a flagrant violation of the principles of environmental justice.”

“If they present you with certain information, you got a fighting chance,” echoed Uniontown Mayor Christopher Jones. “[But] them withholding that information, by the time you get the information, it’d really be too late to even put up a fight.”

“They pushed it back to a deadline,” he continued, “And then they tell everybody, ‘We have to meet this deadline.’”

While multiple experts and engineers have offered professional opinions throughout this process, Uniontown residents fear their input will be ignored and wastewater will be sent to Demopolis, regardless of the impacts of that choice.

“It’s what we expected because that’s the way it was with the first project, the $4.8 million,” said Eaton. “We are being exed out of being involved.”

“The Best Resolution We Can Get”

Much is at stake in these confrontations, including environmental protection for local creeks and rivers, accountability for local industries, and quality of life for local residents. When sewage and wastewater systems like Uniontown's fail, it damages air and water quality and plagues communities with terrible odors.

The financial implications of these projects are front of mind as well. There has been concern that these wastewater projects are being used to take advantage of a small rural community.

"I don't think the funds should be used for the benefit of other entities that might have an interest in it," said the Uniontown resident named Mary. "It's not for them, it's for [Uniontown] to get the best resolution we can get."

The presumptive option of sending sewage to Demopolis leaves the care of Uniontown's wastewater in another city 20 miles away. Citizens are also worried about an increase in residents' utility rates to fund a project of that scale.

Uniontown resident Portia Shepherd plans to take time off from work to attend the October meeting and voice her concerns.

"The income of elderly people in this community is very low," she said. "They can not afford to pay an extra $10, $15 a month and survive."

The water board chairman admitted there would probably be some rate adjustments but they would need to "have something that's feasible for the people to pay."

Lynn Phillips, a retired engineer who has offered consultation to the water board and wrote a technical memorandum with recommendations, also asked the board to consider the needs of its citizens.

“There seems to be an obsession with pumping the wastewater to Demopolis no matter what. And it doesn’t make any sense,” he said. He added later, “In my opinion, it’s going to create as many or more problems than it’ll solve.”

Concerns also remain over Harvest Select, the local catfish processing company that dispels large amounts of waste into the Uniontown lagoon daily.

“‘Mrs. Smith’ down the street doesn’t need to be paying a higher sewer bill,” Phillips said, “Just so Harvest Select can dump anything they want to.”

Mark Barnett, the environmental engineering professor at Auburn University, has also offered his professional opinion on the situation. He attended September’s water board meeting and suggested conducting a value engineering study to “get some input from the public to inform their recommendations.” He did a similar presentation for the City Council in 2016, after being contacted by the American Association for the Advancement of Science and Black Belt Citizens Fighting for Health and Justice.

When asked if the Water Board was considering other options, Chairman Black said, “We’re open for ideas, suggestions that work, and anything of that caliber, but we [have] got to make sure that we get something that’s been proven.”

Until that new thing is ultimately built, whether it’s a pipeline to Demopolis or not, reducing overflows of industrial sewage to the current lagoon would benefit the community. But local residents and stakeholders say they see no evidence of plans to address it.

“What’s weird is that even though all of these millions are being thrown at it, the problem just keeps getting worse, rather than

better," said Brooke, the riverkeeper. "The local industries are not being held accountable the way that they could and should be."

A press release from ADEM said a "properly managed and resourced water board could work collaboratively with ADEM and industrial users ... to provide affordable, reliable environmental protection for its residents." But the water board's attorney noted that the board has no regulatory power and the city would need to pass and enforce an ordinance. He also pointed to ADEM as the "Alabama regulatory agency that handles those matters."

Meanwhile, the people of Uniontown continue waiting for failing systems to be fixed and for their needs and concerns to be heard and addressed.

"No one is asking the residents about the failures. Why and how often?" said Flowers, the Lowndes County environmental justice activist. "The people that stand to profit have designed and built failed systems again and again with no liability."

From: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>
Sent: Thursday, October 14, 2021 3:35 PM
To: Burroughs, Calvin - RD, MONTGOMERY, AL <Calvin.Burroughs@usda.gov>
Subject: Re: News Article - Daily Yonder 10.14.2021

Unable to open

From: Burroughs, Calvin - RD, MONTGOMERY, AL <Calvin.Burroughs@usda.gov>
Sent: Thursday, October 14, 2021 3:30:42 PM
To: Gordon, Nivory - RD, Camden, AL <nivory.gordon@usda.gov>; Bowen, Allen - RD, Montgomery, AL <allen.bowen@usda.gov>
Subject: News Article - Daily Yonder 10.14.2021

For your situational awareness:

Faced with Failing Sewage

System, Rural Community in Alabama's Black Belt Wants a Say in Finding a Solution

Uniontown, Alabama has raised funds to mend its long deficient wastewater system. But residents are concerned about their level of involvement in the decision-making.

https://dailyyonder.com/faced-with-failing-sewage-system-rural-community-in-alabamas-black-belt-wants-a-say-in-finding-a-solution/2021/10/14/

Respectfully,

Calvin D. Burroughs Jr., Esq.
Public Information Officer | Beginning Farmer and Rancher Champion
Alabama State Office, Rural Development
United States Department of Agriculture
4121 Carmichael Road, Suite 601
Montgomery, Alabama 36106
Phone: (334) 279-3441 | Cell: (334) 547-0182
www.rd.usda.gov/al

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To: "Morris Ed" (emorris@sentell.net)
Subject: RE: Uniontown LOC
Date: Wednesday, July 3, 2019 10:24:52 AM

Ed:

If you think part of that "Construction Administration" line item in the LOC should be covered in C2.01.A.1.e

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475
Note: My e-mail address has changed to have no state designation. Plaese update you contacts.
The old email address is still functional as of now as an alias.

From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, July 3, 2019 9:13 AM
To: 'Morris Ed' (emorris@sentell.net) <emorris@sentell.net>
Subject: Uniontown LOC

As requested ...

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475
Note: My e-mail address has changed to have no state designation. Plaese update you contacts.
The old email address is still functional as of now as an alias.

From: Dawodu, Omololu - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: City of Uniontown
Date: Monday, September 24, 2018 10:44:29 AM

Hello John,

I wanted to confirm if you have started sending the notification letters to SHPO and tribes that we are using the NPA. I did not have any additional comments on your drafts.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"*Committed to the future of rural communities*"

From: Kubena, Kellie - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: FW: Uniontown notes
Date: Tuesday, October 9, 2018 1:32:04 PM
Attachments: image001.png

Hi John,

I have to remember to update our EA template, but see if this works better than the publication text we had before. This was Erika's suggestion.

Thanks,
Kellie

From: Seibert, Erika - RD, Washington, DC
Sent: Tuesday, October 9, 2018 1:27 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes

Is this what you mean?

City of Uniontown published a newspaper notice, announcing the availability of the EA for public review, in accordance with 7 CFR § 1970.102. In addition, RUS considers the proposed Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 USC 470(f), and its implementing regulation, "Protection of Historic Properties" (36 CFR Part 800).

I believe we should specify that per the regulations 36cfr800 we can use NEPA public participation process to also fulfill our public involvement requirements under NHPA. I think it is better to be clear about that.

So, it would read:

THE City of Uniontown published a newspaper notice, announcing the availability of the EA for public review, in accordance with 7 CFR § 1970.102. In addition, RUS considers the proposed Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 USC 470(f), and its implementing regulation, "Protection of Historic Properties" (36 CFR Part 800). PURSUANT TO 36CFR800.8, AND 36CFR800.2(d)(3) AND IN ORDER TO COORDINATE RUS'S RESPONSBILITIES FOR PUBLIC PARTICIPATION UNDER NHPA WITH THOSE OF NEPA, THE PUBLISHED NEWSPAPER NOTICE ALSO SATISFIES RUS'S RESPONSIBILITIES FOR PUBLIC INVOLVEMENT UNDER THE NHPA.

Or something like that.

We need to make sure the newspaper notice cites both NEPA and NHPA.

e

Erika Martin Seibert, Ph.D.
Federal Preservation Officer
Archaeologist, Rural Utilities Service
Rural Development
United States Department of Agriculture
Phone: 202-260-9099 | Fax: 202-690-0694
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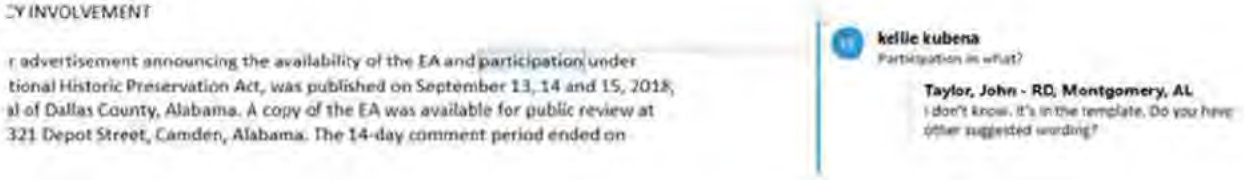
From: Kubena, Kellie - RD, Washington, DC
Sent: Tuesday, October 09, 2018 12:27 PM

To: Seibert, Erika - RD, Washington, DC <Erika.Seibert@wdc.usda.gov>
Subject: FW: Uniontown notes

The text below is in our EA template. I asked the question what participation were we talking about and John said this is how our EA template reads. Do you think we should say public participation or somehow revise the text here to indicate that the EA is also representing the Agency's responsibilities under NHPA. I'm thinking public participation, but not sure. I've attached the whole document for your reference.

From: Taylor, John - RD, Montgomery, AL
Sent: Tuesday, October 9, 2018 11:50 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes


Y INVOLVEMENT

r advertisement announcing the availability of the EA and participation under tional Historic Preservation Act, was published on September 13, 14 and 15, 2018, al of Dallas County, Alabama. A copy of the EA was available for public review at 321 Depot Street, Camden, Alabama. The 14-day comment period ended on

kellie kubena
Participation in what?

Taylor, John - RD, Montgomery, AL
I don't know. It's in the template. Do you have other suggested wording?

John E. Taylor, P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Friday, October 5, 2018 8:09 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes

Greetings,

Please see the attached NOF and FONSI with our edits and comments. I think it would be a good idea to send another response letter to Riverkeeper to inform them that we are updating the FONSI. I am going to be off for the rest of the day, but Kellie will be in the office today if you would like any additional input on this.

Please let us know your thoughts and when you have drafted the response letter to Riverkeeper.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov

Phone: 202-720-5653

"Committed to the future of rural communities"

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 4, 2018 11:00 AM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Construction Manager is a term for an entity that has more power and responsibility than we were envisioning for the 3rd party. Allen has been promoting that Alabama Rural Water Association (or their management company subsidiary) would do construction inspection. That may be in the LOC. This is to provide oversite of the engineer, but only to post design phase.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Thursday, October 4, 2018 9:43 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Re: Uniontown notes

Less discussions and more I thought I remembered reading or hearing that we were requiring a construction manager (I may have my terms wrong) to oversee the consulting engineer as the project proceeds. I think that underscores that we are wanting to ensure that the project is sufficient.

From: "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Date: Thursday, October 4, 2018 at 10:37:10 AM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>
Cc: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Subject: FW: Uniontown notes

John, please see Kellie's email below. Do we have anything about discussions with the construction manager?

From: Kubena, Kellie - RD, Washington, DC
Sent: Thursday, October 4, 2018 10:33 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: Re: Uniontown notes

What about the construction manager? Can we say something about that?

From: "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Date: Thursday, October 4, 2018 at 10:30:32 AM
To: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Subject: FW: Uniontown notes

This was John's response, I am going to go through the PER now.

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 4, 2018 10:26 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Omololu:

No details on either. The shareholder involvement we just conceived as we were addressing the Riverkeeper letter. The owner/engineer is still unaware of it. Further study is only vaguely discussed in the PER, but it has been our intention all along to be looking over the engineer's shoulders. The shareholder involvement may turn out to me a good mechanism for doing that.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Thursday, October 4, 2018 6:29 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Uniontown notes

Hello John,

We are almost through with adding our comments to the Notice and the FONSI, however we want to elaborate on the meetings that you mentioned that would be taking place to engage the public, Riverkeepers, etc. and more details regarding the proposed funded study and the plans to be engaged in the design process. Is that documented specifically anywhere, I was unable to find it, there were a lot of documents associated with this project.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"Committed to the future of rural communities"

From: Kubena, Kellie - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL; Taylor, Harry - RD, Morgantown, WV
Subject: FW: Uniontown, AL
Date: Wednesday, April 25, 2018 8:45:50 AM
Attachments: image004.png
image006.png
image010.png
image012.png
image014.png

John,

Maybe this is Uniontown's year? We got some extra grant $ this year. Let me know if you want me to reach out to Allen on this. It would be great to help this town while we have the resources available.

Let me know how (or if) I can help.
Thanks,
Kellie

From: Barringer, Scott - RD, Washington, DC
Sent: Wednesday, April 25, 2018 8:40 AM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Evans, Kent - RD, Washington, DC <Kent.Evans@wdc.usda.gov>; Francis, Cheryl - RD, Washington, DC <Cheryl.Francis@wdc.usda.gov>
Cc: Primrose, Edna - RD, Washington, DC <Edna.Primrose@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: RE: Uniontown, AL

I believe Uniontown is in Perry County, AL which is a persistent poverty county that qualifies for the more than 90 million in persistent poverty grant funds we will have available this year. Also AL's grant allocation is double over last year. So if Uniontown needs our assistance there should be grant funding available.

Scott Barringer
Deputy Assistant Administrator, Rural Utilities Service
Water and Environmental Programs
Rural Development
United States Department of Agriculture
1400 Independence Ave., S.W. | Washington, D.C. 20250
Phone: (202)720-9643 | Fax: (202)690-0649
www.rd.usda.gov | "Committed to the future of rural communities"

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From: Kubena, Kellie - RD, Washington, DC
Sent: Wednesday, April 25, 2018 8:31 AM
To: Barringer, Scott - RD, Washington, DC <Scott.Barringer@wdc.usda.gov>; Evans, Kent - RD, Washington, DC <Kent.Evans@wdc.usda.gov>; Francis, Cheryl - RD, Washington, DC <Cheryl.Francis@wdc.usda.gov>
Cc: Primrose, Edna - RD, Washington, DC <Edna.Primrose@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: FW: Uniontown, AL

Scott, Kent, and Cheryl,

After Scott forwarded a news article last week, Harry reached out to John Taylor, the state engineer in Alabama. The story of Uniontown sounds like the story of a lot of projects in Alabama based on my history of working in the state while at EPA.

Based on Harry's description of his conversation with John, if we think we could spare some extra grant this year for Uniontown, it sounds like we could make a big difference in this town. I don't know where this ranks in Alabama's priorities, but I wanted to flag it for you all. I know we are interested in not going hog wild with the extra grant money this year, but we may be able to take advantage of the extra grant money and help towns like Uniontown, too.

I leave this in your hands. Please let EES know if you need support from us on this.

Thanks,
Kellie

From: Taylor, Harry - RD, Morgantown, WV
Sent: Monday, April 23, 2018 4:04 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Schindler, Nicole - RD,

Washington, DC <Nicole.Schindler@wdc.usda.gov>
Cc: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown, AL

Kellie,

I just got off the phone with John Taylor. He gave me a summary of the project.

Uniontown, AL – Wastewater Project

It is a very small town and with very low income.

Their current Wastewater Treatment Plant is out of compliance with the State of Alabama so the project needed to be done.

The town has 2 rivers about 20 miles from the city limits from both ends. They do not have an ideal discharge. So wastewater is treated with air and bar screen filters. They were trying to move the waste around. It is then sprayed onto fields. The money for the project only covered repairs to half the towns wastewater collections and improvements to the Treatment Facility.

The state has a unique way of permitting projects in that Money is secured with project design. Once everything is secured they will perform an hydraulic study. Now their spray field has clay soil so there are not good percolation. The study was not favorable, therefore, the state rejected the improvements to the spray field. The spray field is undersized and with the clay soil conditions water is laying in the field with nowhere to go. The consulting engineer knew this was happening and did not say to the state authorities that the study was going to affect his designed project. John thought the consulting engineer should have argued his case more with the state of Alabama with how this was going to leave Uniontown in a bad predicament.

Again the median household income is $12,386.00 and their bill is around $16.00. There is not much here to work with. The town has a loan that has pretty much maxed them out. The spray field is about half of what it needs to be.

John thinks the solution is to construct a force main 20 miles long to get the discharge to the river.

Now the $3.1 million did improve their wastewater situation but with the soil conditions the consulting engineer should have been designing the out fall differently and not relying on the spray field.

If you have any questions let me know. John will be back into the office tomorrow.

Harry E. Taylor
Harry E. Taylor, P.E.
State Engineer/Environmental Coordinator
Rural Development
U.S. Department of Agriculture
1550 Earl Core Road, Suite 101
Morgantown, WV 26505
harry.taylor@wv.usda.gov
Phone No. 304.284.4887
Fax No. 855.859.1835
www.rurdev.usda.gov | "Committed to the future of rural communities"
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From: Barringer, Scott - RD, Washington, DC
Sent: Friday, April 20, 2018 10:42 AM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Cc: Evans, Kent - RD, Washington, DC <Kent.Evans@wdc.usda.gov>; Francis, Cheryl - RD, Washington, DC <Cheryl.Francis@wdc.usda.gov>; Saulnier, Stephen - RD, Washington, DC <Stephen.Saulnier@wdc.usda.gov>; Primrose, Edna - RD, Washington, DC <Edna.Primrose@wdc.usda.gov>
Subject: Uniontown, AL

Hey Kellie and Nicole

the Uniontown Sewage project is one USDA funded several years ago. You may want to check out the article on AL.com today at

http://www.al.com/news/index.ssf/2018/04/uniontown_sewage_problems.html

the headline is "Sewage problems still plague Uniontown after $4.8 million in repairs"

On 8/8/2012 USDA obligated and funded the wastewater treatment plant for $2,505,000 loan and $2,293,676.98. The project is finished and all funds have been disbursed.

ASEC office is being called by the Congressman office concerning a wastewater issue. Not sure if this is what it is about but it is in today's Alabama headlines

Scott Barringer
Deputy Assistant Administrator, Rural Utilities Service
Water and Environmental Programs
Rural Development
United States Department of Agriculture
1400 Independence Ave., S.W. | Washington, D.C. 20250
Phone: (202)720-9643 | Fax: (202)690-0649
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From: Eva Dillard
To: Gordon, Nivory - RD, Camden, AL; Taylor, John - RD, Montgomery, AL
Subject: FW: Uniontown
Date: Tuesday, December 4, 2018 4:25:34 PM

Dear Mr. Gordon and Mr. Taylor:

It was nice to meet you both at the recent Uniontown stakeholders meeting hosted by USDA Rural Development. I followed up with Allen Bowen last week and again yesterday about getting some additional information and asking a few follow up questions (see second email below). I have not heard back and was wondering whether one of you might have the information. Thank you for any help you can provide. Best, Eva

Eva Dillard
Staff Attorney
Black Warrior Riverkeeper
(205) 458-0095 [tel]
(205) 458-0094 [fax]
www.BlackWarriorRiver.org

From: Eva Dillard
Sent: Monday, December 03, 2018 3:42 PM
To: allen.bowen@al.usda.gov
Subject: FW: Uniontown

Hi Allen – just following up to see if you have some time to talk this week. I am free the rest of today; after 1:30 tomorrow; pretty flexible Wednesday and before 2:00 on Thursday. Just let me know if any of these windows might work for you. Best, Eva

Eva Dillard
Staff Attorney
Black Warrior Riverkeeper
(205) 458-0095 [tel]
(205) 458-0094 [fax]
www.BlackWarriorRiver.org

From: Eva Dillard
Sent: Wednesday, November 28, 2018 11:43 AM
To: allen.bowen@al.usda.gov
Subject: Uniontown

Hi Allen – just wanted to touch base and thank you after the stakeholder meeting. Overall, I think it was a very promising first step and we appreciate USDA's commitment to continuing the process so that Uniontown's wastewater issues can be comprehensively addressed. It was also good to have it confirmed that the proposed budget will cover any necessary infrastructure to connect individual homes that will be required to hook up to the Uniontown collection system.

During the discussion, references were made to a tentative budget that is being discussed, e.g., $23 million in total grant funds from USDA, $10 million budgeted for repair of the collection system, etc. Is it possible to get a copy of that budget? We understand that the budget at this point may be tentative and subject to change, but it would help to know for our inputs how the budget is being organized and appropriated. The more information we have, the more responsive and relevant our comments can be. If you would like to make those documents confidential, we would of course hold them as such.

Also, we understood (perhaps mistakenly) that the proposed sewer board would not be appointed entirely by Uniontown city government, but it appeared at the meeting that now might be the case. Am hoping that we might be able to discuss these and other questions I might have at a convenient time for you. I have a call from 3-4 today and am tied up from 2:00 on tomorrow but am otherwise available. If you are snowed under post-Thanksgiving, I understand and we can push the call off until next week if that works better. Thank you and I look forward to talking. Best, Eva

Eva Dillard
Staff Attorney
Black Warrior Riverkeeper
(205) 458-0095 [tel]
(205) 458-0094 [fax]
www.BlackWarriorRiver.org

From: Norwood, Rose - RD, Camden, AL
To: Taylor, John - RD, Montgomery, AL
Cc: Gordon, Nivory - RD, Camden, AL
Subject: NPA Certification of Uniontown
Date: Thursday, September 27, 2018 6:16:43 PM
Attachments: image002.png
image003.png
image005.png
image006.png
DOC092718-09272018171327.pdf

NPA certification is attached.

Rose Norwood
Area Specialist
USDA, Rural Development
321 Depot Street
Camden, AL 36726
334-682-4116 Ext 105
855-840-7764 (Fax)

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From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, September 27, 2018 10:38 AM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>; Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Cc: Hale, Stan - RD, Montgomery, AL <Stan.Hale@al.usda.gov>; Norwood, Rose - RD, Camden, AL <Rose.Norwood@al.usda.gov>; Givan, Terrika - RD, Camden, AL <Terrika.Givan@al.usda.gov>; Williams, Melissa - RD, Camden, AL <Melissa.Williams@al.usda.gov>
Subject: RE: DOC092718-09272018080540.pdf

NPA Applicant Awareness Certification

Project Name: Sanitary Sewer Collection and Treatment Facility Rehabilitation
Borrower Name: City of Uniontown, Alabama
Program: Water and Environmental Program **Fiscal Year:** 2018 | **Calendar Year:** 2018

1. As the applicant I understand that to use the NPA I must "initiate Section 106 no later than ninety (90) business days after the announcement of my obligation if I have not done so already; and to notify the appropriate RD agency that Section 106 has been initiated in accordance with 36 CFR Part 800.2(c)(4), and 7 CFR Part 1970.5(b)(2) of the regulations, "Environmental Policies and Procedures" (7 CFR Part 1970)", per Stipulation I.C of the NPA.

2. As the applicant I understand that to use the NPA I need to "to submit Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 (d)), as amended in 1998 (508 compliant) hard copy or electronic Section 106 documentation to SHPOs, THPOs, Indian tribes, and NHOs based on the preference of the receiving party", per Stipulation I.D of the NPA.

3. As the applicant I certify that I have been made aware of Stipulation II (Deobligation of Funding) of the NPA.

4. As the applicant I certify that I have been made aware of my responsibilities under Stipulation III.M (Roles and Responsibilities) of the NPA.

5. As the applicant I certify that I have been made aware of the RD template letters and guide available to help me through the Section 106 process.

Name/Title: Jamaal Hunter, Mayor

Signature: Jamaal Hunter **Date:** 9/24/2018

Nivory: Please send me a copy of the signed Applicant NPA Certification.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Gordon, Nivory - RD, Camden, AL
Sent: Thursday, September 27, 2018 8:13 AM
To: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Cc: Hale, Stan - RD, Montgomery, AL <Stan.Hale@al.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Norwood, Rose - RD, Camden, AL <Rose.Norwood@al.usda.gov>; Givan, Terrika - RD, Camden, AL <Terrika.Givan@al.usda.gov>; Williams, Melissa - RD, Camden, AL <Melissa.Williams@al.usda.gov>
Subject: DOC092718-09272018080540.pdf

Enclosed you will find the FONSI on Uniontown Sewer Proposal

John,
I have not received any negative comments on this project

From: Douglas, Penny - RD, Chattanooga, TN
To: Taylor, John - RD, Montgomery, AL
Subject: RE: City of Uniontown - PER Concurrence
Date: Tuesday, September 11, 2018 9:17:29 AM
Attachments: image003.png

Hi John –

I noticed two numbers were off by a few dollars between your list and the cost estimate in the 9/18 PER --- below. Can you tell me why?

Thanks ---
Penny

	P.E.	S.E.
Engineering Design (Including Civil & Electrical)	1,938,135.79	1,937,200.00
Advertising	9,500.00	9,650.00

Engineer's Estimate of Probable Construction Cost

UNIONTOWN SANITARY COLLECTION AND TREATMENT IMPROVEMENTS

Option # 1

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
			Forcemain to Demopolis		
1	1	LS	Mobilization/Demobilization	$66,000.00	$66,000.00
2	1	LS	Erosion Control	$40,000.00	$40,000.00
3	99,694	LF	16" HDPE DR11	$90.00	$8,972,460.00
4	2,807	LF	16" Direct Bore	$180.00	$505,260.00
5	1,510	LF	16" Direct Bore Creek Crossing	$180.00	$631,800.00
6	200	LF	Highway Crossing Bore w Casing	$250.00	$50,000.00
7	420	LF	Road Crossing Bore w Casing	$250.00	$105,000.00
8	1	LS	Traffic Control (Per ALDOT)	$15,000.00	$15,000.00
9	51	AC	Seeding Mulch and Fertilizer	$900.00	$45,900.00
10	22	EA	16" Air Release Valve	$6,800.00	$149,600.00
11	200	LF	Railroad Bore w Casing	$350.00	$70,000.00
12	240	LF	City Road Open Cut with Casing	$60.00	$14,400.00
13	1,680	LF	Gravel Driveways Open cut with Casings	$40.00	$67,200.00
14	875	LF	Asphalt Driveways Open cut w Casings	$52.00	$45,750.00
15	61	LF	Concrete Driveways Open cut w Casings	$60.00	$3,660.00
16	150	LF	12" PVC Gravity Pipe	$120.00	$18,000.00
17	5	EA	Manholes	$4,500.00	$22,500.00
18	1	LF	Lagoon Reclamation	$500,000.00	$500,000.00
19	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
20	1	EA	Mag meters	$30,000.00	$30,000.00
21	1	LS	Placing Topsoil & Seeding	$10,000.00	$10,000.00
22	1	LS	Aggregate Road Surfacing	$21,500.00	$21,500.00
23	1	LS	Electrical Service	$200,000.00	$200,000.00
24	3	LS	Electrical Equipment/Generator	$150,000.00	$450,000.00
25	3	LS	Pumping Station	$900,000.00	$2,700,000.00
26	1	LS	Headworks	$120,000.00	$120,000.00
				Subtotal	$15,241,030.00
			COLLECTION SYSTEM		
1	1	LS	City Collection System Repair	$10,182,871.00	$10,182,871.00
				Subtotal	$25,423,901.00

Engineering Cat. "D"		Administration Cost			
WWTP Permit	$7,500.00	Interest	$677,573.96	10% contingency	$2,542,390.10
Environmental	$3,500.00	Legal	$50,000.00	Construction Cost	$27,966,291.10
Soil Drill	$15,600.00	RR Fees	$45,000.00	Engineering Cost	$1,901,287.96
Prop. Survey	$64,800.00	Equipment	$130,000.00	Construction Observation	$558,325.82
SW Permit	$3,500.00	ADEM Per	$12,650.00		
ALDOT Permit	$5,500.00	Land/Easer	$80,000.00	Engineering Cat. "D"	$396,228.00
Elec Eng	$36,428.00	ALDOT Per	$80,000.00	Administration	$457,150.00
Proj Development	$260,000.00	Power Co	$50,000.00	Subtotal	$2,780,792.78
Sub Total	$399,228.00	Advertise	$9,300.00		
		Sub Total	$457,150.00		
				TOTAL COST	$32,250,734.68

State Engineer's Cost Estimate - Uniontown 2018

Project Cost Item	User Desc	Item Cost
Development	Collection System Repair	10,183,000.
Development	Forcemain to Demopolis	15,241,000.
Contingencies		2,542,400.
Eng - PreDevelopment		263,500.
Eng - Design	Including Civil & Electrical	1,937,200.
Eng - Inspection		559,300.
Eng – Additional Services	Geotechnical	15,000.
Eng – Additional Services	Property Surveying	64,800.
Eng – Additional Services	Permits: WWTP, SW, DOT	16,500.
Other	Railroad Fees	45,000.
Other	Advertising	9,650.
Other	ADEM Permit	12,650.
Other	ALDOT Permit	80,000.
Other	Electrical Service	50,000.
Equipment		130,000.
Land & Rights		80,000.
Legal Services	To form a utilities board	10,000.
Total		31,240,000.

Short-Lived Assets

Type of Reserve	User Desc	Replacement Cost	Annual Reserve
10 - 15 Years	20 Sewer Pumps in 10 Lift Stations	119,800.	7,987.

State Engineer's Cost Estimate - Uniontown 2018

Project Cost Item	User Desc	Item Cost
Development	Collection System Repair	10,183,000.
Development	Forcemain to Demopolis	15,241,000.
Contingencies		2,542,400.
Eng - PreDevelopment		263,500.
Eng - Design	Including Civil & Electrical	1,937,200.
Eng - Inspection		559,300.
Eng – Additional Services	Geotechnical	15,000.
Eng – Additional Services	Property Surveying	64,800.
Eng – Additional Services	Permits: WWTP, SW, DOT	16,500.
Other	Railroad Fees	45,000.
Other	Advertising	9,650.
Other	ADEM Permit	12,650.
Other	ALDOT Permit	80,000.
Other	Electrical Service	50,000.
Equipment		130,000.
Land & Rights		80,000.
Legal Services	To form a utilities board	10,000.
Total		31,240,000.

Short-Lived Assets

Type of Reserve	User Desc	Replacement Cost	Annual Reserve
10 - 15 Years	20 Sewer Pumps in 10 Lift Stations	119,800.	7,987.

PENNY L. DOUGLAS
Community Programs Specialist
Portfolio Management Branch
Water and Environmental Programs
USDA Rural Utilities Service
Phone: (202) 253-0504
www.rd.usda.gov

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From: Taylor, John - RD, Montgomery, AL
Sent: Monday, September 10, 2018 6:23 PM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>

Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Williams, Daniel - RD, Montgomery, AL <Daniel.Williams4@al.usda.gov>; Hale, Stan - RD, Montgomery, AL <Stan.Hale@al.usda.gov>; Douglas, Penny - RD, Chattanooga, TN <Penny.Douglas@wdc.usda.gov>
Subject: City of Uniontown - PER Concurrence

I have reviewed and concur in the Preliminary Engineering Report. The State Engineer's estimated project cost is $31,240,000. A copy of the estimate is attached. This estimate may change when you complete your financial analysis for the project.

The engineer for the project must be notified that the project design work must comply with the appropriate seismic design criteria for the area in which the project will be located.

You must also notify the applicant that USDA Rural Development will require all of their existing facilities and new construction to be accessible per 7 CFR 15b, Subparts A through C. If financial arrangements for compliance with accessibility need to be addressed in the project, the PAFR cost estimate should be adjusted accordingly. Evidence of the applicant's compliance with accessibility regulations will be required by pre loan closing and must be verified by the Area Office.

If you have any questions, contact the Community Programs section at (334) 279-3475.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Eva Dillard
To: Taylor, John - RD, Montgomery, AL
Subject: RE: City of Uniontown Sewer Project Stakeholders" meeting Agenda
Date: Thursday, November 15, 2018 5:02:21 PM

Dear Mr. Taylor:

Thank you for the agenda. We appreciate USDA hosting this meeting and we look forward to a productive discussion tomorrow.

Sincerely,
Eva Dillard
Staff Attorney
Black Warrior Riverkeeper
(205) 458-0095 [tel]
(205) 458-0094 [fax]
www.BlackWarriorRiver.org

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Thursday, November 15, 2018 3:48 PM
To: cityofuniontown@outlook.com; 'Morris Ed' (emorris@sentell.net); Eva Dillard; gld@adem.state.al.us; Robert White; blackbeltcitizens@gmail.com
Cc: Gordon, Nivory - RD, Camden, AL; Bowen, Allen - RD, Montgomery, AL; Kathy Horne (khorne@alruralwater.com)
Subject: City of Uniontown Sewer Project Stakeholders' meeting Agenda

All:

Attached is a copy of the agenda for tomorrow's meeting. The stakeholder meetings are to facilitate the sharing of information and ideas for moving forward to a solution for the City of Uniontown's sewage problems. There is no need for, nor time for, non-productive negativity. To facilitate everyone having a chance to present information, each stakeholder will be limited to a maximum of 10 minutes to speak uninterrupted. As in a debate, we will be using a timer and when the time expires, the stakeholder holding the floor will be expected to wrap up within a few seconds. After each stakeholder's comments, there will be a 5 minute opportunity for discussion on the subject. Hopefully, some of the remarks and discussion will be less than the time allowed so that we can adjourn by 12:00.

I look forward to seeing you all tomorrow.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: RE: City of Uniontown
Date: Monday, September 24, 2018 12:39:39 PM

Great, thanks!

From: Taylor, John - RD, Montgomery, AL
Sent: Monday, September 24, 2018 12:38 PM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: RE: City of Uniontown

Omololu,

Those were not drafts. I copied you as I sent them to SHPO & THPOs.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Monday, September 24, 2018 9:44 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: City of Uniontown

Hello John,

I wanted to confirm if you have started sending the notification letters to SHPO and tribes that we are using the NPA. I did not have any additional comments on your drafts.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"Committed to the future of rural communities"

From: cityofuniontown@outlook.com
To: BENJAMIN (b) (6)
Cc: (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) Taylor, John - RD, Montgomery, AL
Subject: RE: Invite acceptance letter to USDA meeting 11-16-18
Date: Thursday, November 15, 2018 5:19:15 PM

Commissioner Eaton,

I am writing to follow up on my voicemail regarding your response to the invitation.

First, please allow me to correct my email below. The invitation received allowed for each organization to being **three 3 members** to the meeting rather than just two(2) as stated below.

Thus, please provide the names of the 3 representatives from your organization.

Best,

Emefa Butler

Sent from Mail for Windows 10

From: cityofuniontown@outlook.com <cityofuniontown@outlook.com>
Sent: Tuesday, November 13, 2018 1:03:54 PM
To: BENJAMIN (b) (6)
Cc: mayorhunter@gmail.com; (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6) (b) (6)
Subject: Re: Invite acceptance letter to USDA meeting 11-16-18

Commissioner Eaton,

As per the invite, only two local members from the organization is able to attend the meeting. Please let us know who those two persons will be.

Best,

Emefa Butler

Sent from my iPhone

On Nov 13, 2018, at 12:41 PM, BENJAMIN (b) (6) (b) (6) > wrote:

Thank You

<USDA, Uniontown invite BBC to meeting 11-16-18.docx>

From: Schindler, Nicole - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Presentation
Date: Wednesday, May 23, 2018 11:33:01 AM

Can we talk at 1:30? And could you send me an invite so I block that time off on my calendar?

From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, May 23, 2018 10:07 AM
To: Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: RE: Presentation

Nicole,

Please give me a call about this and Uniontown.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Schindler, Nicole - RD, Washington, DC
Sent: Tuesday, May 22, 2018 5:02 PM
To: (b) (6), (b) (4) [redacted]
Cc: Taylor, Harry - RD, Morgantown, WV <Harry.Taylor@wv.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Adair, William - RD, Athens, GA <william.adair@ga.usda.gov>; Jones, Justin - RD, Athens, GA <Justin.Jones2@ga.usda.gov>
Subject: RE: Presentation

Good Afternoon (b) (6) [redacted]

Thanks for your interest and joining us on the webinar.

Please reach out to Harry Taylor for presentation materials for Day Three.
Depending where you are, John Taylor in AL and Ricky Adair & Justin Jones in GA are your State Engineers to answer any additional questions you may have.

We look forward to working with you.
Take care, Nicole

Nicole M. Schindler
Acting Director, EES
Senior Engineer
USDA, Rural Utilities Service

Water and Environmental Programs
1400 Independence Ave., SW
Room 2237, MS 1571
Washington, DC 20250-1571
Phone #: (202) 720-7817

From: (b) (6), (b) (4)
Sent: Friday, May 04, 2018 5:46 PM
To: Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: Presentation

Nicole,

Please send me a copy of your presentation at your convenience.

Thanks,

(b) (6), (b) (4)

From: Norwood, Rose - RD, Camden, AL
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Scan00080002.pdf - Uniontown
Date: Wednesday, September 26, 2018 4:24:58 PM
Attachments: image002.png
image003.png
image005.png
image006.png

John,

Nivory does not have a contact for the petition.

Rose Norwood
Area Specialist
USDA, Rural Development
321 Depot Street
Camden, AL 36726
334-682-4116 Ext 105
855-840-7764 (Fax)

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From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 26, 2018 12:42 PM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Cc: Norwood, Rose - RD, Camden, AL <Rose.Norwood@al.usda.gov>
Subject: RE: Scan00080002.pdf - Uniontown

Allen had the contact info for the riverkeepers. I don't know who to address concerning the petition.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 26, 2018 8:22 AM
To: Gordon, Nivory - RD, Camden, AL <Nivory.Gordon@al.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <ALLEN.BOWEN@AL.USDA.GOV>; Norwood, Rose - RD, Camden, AL <Rose.Norwood@al.usda.gov>
Subject: RE: Scan00080002.pdf - Uniontown

Nivory,

Is there a point-of-contact for the petition you received Friday?

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Gordon, Nivory - RD, Camden, AL
Sent: Friday, September 21, 2018 4:10 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Scan00080002.pdf

Uniontown public comments

From: McBride, Amanda
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown - Intent to use NPA
Date: Thursday, September 20, 2018 3:02:51 PM

Thanks, John!

Amanda McBride
Environmental Review Coordinator
Historic Preservation Division
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama
36130-0900 (US Post)
36104 (Courier)
334.230.2692
Amanda.McBride@ahc.alabama.gov
http://ahc.alabama.gov/

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

From: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Sent: Thursday, September 20, 2018 1:26 PM
To: McBride, Amanda <Amanda.McBride@ahc.alabama.gov>
Subject: Uniontown - Intent to use NPA

Amanda,

Please see the attached.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Schindler, Nicole - RD, Washington, DC
To: Granskog, Andy - RD, East Lansing, MI; Taylor, John - RD, Montgomery, AL
Cc: Kubena, Kellie - RD, Washington, DC
Subject: RE: Uniontown Alabama PER
Date: Friday, September 14, 2018 8:12:50 AM
Attachments: image001.png

Nice summary Andy.

John,

We had a recent case with open trenching sewer lines where the water lines are adjacent and made of either asbestos cement pipe and/or old brittle cast iron. In light of this, it would be prudent to either have a separate line item to accommodate for potential disturbance and breakage of adjacent water lines or have a slightly higher contingency.
I believe we may have a short meeting to check in about the proposed scope. Please let me know what your availability is next week and I can send out an invite.

I know this a unique project so I appreciate your diligence and all your work on this.
Please reach out if you need anything.
Take care, Nicole

Nicole M. Schindler
Senior Engineer
USDA, Rural Utilities Service
Water and Environmental Programs
1400 Independence Ave., SW
Room 2237, MS 1571
Washington, DC 20250-1571
Phone #: (202) 720-7817

From: Granskog, Andy - RD, East Lansing, MI
Sent: Friday, September 14, 2018 7:49 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Cc: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: RE: Uniontown Alabama PER

A couple more questions. By your response below, Alabama Dept of Env Management is in favor of Uniontown pumping their sewage to Demopolis. This seems like the only feasible alternative. The PER also talks about the cheese plant in Uniontown also connecting to Uniontown and pumping to Demopolis, as well as the Arrowhead Landfill. Cheese plant discharge is high strength effluent and landfill leachate can be troublesome as well. Does ADEM know about this part of the plan? Are they on board with it? Again, we don't want to cause another problem while we are trying to solve the first one. I am guessing the neither the landfill or the cheese plant are interested in contribution resources to be part of the solution?

The PER has a one line cost for the city collection system repair of $10,182,871. Are there any more details? How did they come up with that estimate? Uniontown apparently has a water system as evidenced by the standpipe in downtown on Front Street. Undoubtedly, some of the sewers will need to be replaced with open trenching. I would presume the water system is old brittle cast iron? If that is the case, isn't there a risk that replacing the sewer will compromise the water distribution system, meaning those sections of water main would need to be replaced as well. Is there any money in the estimate to make incidental repairs/replacements to the water system? See the screenshot of the standpipe. Last question. I am still concerned that treatment at Demopolis will be costly. Perhaps the agreement between Demopolis and Uniontown could include a tap fee, for Demopolis to make improvements to their plant to handle the extra flow. With the tap fee, up front in cash, perhaps Demopolis would be willing to hold off rate increases for a number of years, preferably a long time.


002558



Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

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From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, September 13, 2018 11:01 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: RE: Uniontown PER

I'm off tomorrow, but will check in occasionally. ADEM is very much in favor of this marriage. They have said they would support Demopolis with SRF funds if needed and we could too. Sometime later, when they are unencumbered, the pump stations on US 80 would be transferred to Demopolis they can maintain them. Uniontown would have the base screening and pump station to maintain.

John E. Taylor. P.E.

Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Granskog, Andy - RD, East Lansing, MI
Sent: Thursday, September 13, 2018 11:35 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown PER

Does ADEM have any issues with Demopolis' wwtp?

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

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From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, September 13, 2018 12:04 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: RE: Uniontown PER

I also could not find an active permit with NOVs. As the report at the first URL below states, ADEM has exhausted regulatory enforcement options and it now up to the courts.

http://adem.alabama.gov/newsEvents/reports/UniontownWWTPReport.pdf
http://adem.alabama.gov/MoreInfo/pubs/ADEMCommunityEngagement.pdf
http://adem.alabama.gov/newsEvents/pressreleases/2012/UniontownSewage.pdf

John E. Taylor, P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Granskog, Andy - RD, East Lansing, MI
Sent: Thursday, September 13, 2018 5:46 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown PER

I watched them. This is an untenable situation. We don't want to try to solve one problem and create another. Can you call Alabama Dept of Environmental Management and confirm that Demopolis can take the sewage from another 819 customers and a cheese plant? I looked on EPA's facility database. It doesn't show any violations, but it doesn't have any data at all. Nothing about what their permitted flow is. Demopolis NPDES permit number is ALL043168.

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

"Committed to the future of rural communities"
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From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 12, 2018 3:44 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: RE: Uniontown PER

If the PER didn't make you cry, here are some videos:

https://www.youtube.com/watch?v=BhJEsscB3-g&t=35s

https://www.youtube.com/watch?v=IXSfsT4JIXQ

https://www.youtube.com/watch?v=INik_ZLBsWc&t=3s

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Granskog, Andy - RD, East Lansing, MI
Sent: Wednesday, September 12, 2018 1:42 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown PER

I have two simple questions. The PER doesn't say anything about Demopolis' capacity to accept the sewage from Uniontown, or what the rates would be. Second, what happens to Uniontown when all that stormwater/groundwater doesn't go through the sewers? It doesn't look like they have much in the way of storm sewer.

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

"Committed to the future of rural communities"
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From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 12, 2018 2:14 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: RE: Uniontown PER

Obligation Discussions

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Granskog, Andy - RD, East Lansing, MI
Sent: Wednesday, September 12, 2018 12:52 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown PER

As a separate attachment, or in the Obligation discussions?

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

"Committed to the future of rural communities"
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From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 12, 2018 1:50 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: Uniontown PER

My comments are in CPAP.

John E. Taylor. P.E.

From: Granskog, Andy - RD, East Lansing, MI
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown PER
Date: Thursday, September 13, 2018 7:08:21 AM

Did Sentell Engineering do the first project that absolutely didn't work? We do not want our name on a project that doesn't work, or solves one problem but creates another. From Google maps, it looks like they have some storm sewer, but is it sufficient? Do these houses have basements with sump pumps? If so, they are probably pumping into the sanitary sewer, which also is a problem. If Demopolis needs capacity, perhaps a tap fee from Uniontown could pay for needed improvements.

I am sorry for all the questions.

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

"Committed to the future of rural communities"
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From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 12, 2018 2:48 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: RE: Uniontown PER

There were discussions about capacity early on, but I will have to refer your questions on to others. I'll try to get answers asap.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Granskog, Andy - RD, East Lansing, MI
Sent: Wednesday, September 12, 2018 1:42 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown PER

I have two simple questions. The PER doesn't say anything about Demopolis' capacity to accept the sewage from Uniontown, or what the rates would be. Second, what happens to Uniontown when all that stormwater/groundwater doesn't go through the sewers? It doesn't look like they have much

in the way of storm sewer.

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

"Committed to the future of rural communities"
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From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 12, 2018 2:14 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>
Subject: RE: Uniontown PER

Obligation Discussions

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Granskog, Andy - RD, East Lansing, MI
Sent: Wednesday, September 12, 2018 12:52 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown PER

As a separate attachment, or in the Obligation discussions?

Andrew H. Granskog, PE | State Engineer
Rural Development
U.S. Department of Agriculture
3001 Coolidge Rd, Suite 200 | East Lansing, MI 48823
Phone: 517.324.5209 www.rd.usda.gov

"Committed to the future of rural communities"
"Estamos dedicados al futuro de las comunidades rurales"

From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, September 12, 2018 1:50 PM
To: Granskog, Andy - RD, East Lansing, MI <Andy.Granskog@mi.usda.gov>

Subject: Uniontown PER

My comments are in CPAP.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown Sewer Improvements Project- E-500
Date: Wednesday, July 10, 2019 11:06:50 AM
Attachments: doc00812020190710092728.pdf

Here is the change.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@usda.gov]
Sent: Wednesday, July 10, 2019 8:08 AM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown Sewer Improvements Project- E-500

Good Morning Ed:

Looks good, except the lump sum amount at the top on Compensation Packet BC-1 should be (b) (4) . The other (b) (4) s to be billed under Compensation Packet AS-1.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475
Note: My e-mail address has changed to have no state designation. Plaese update you contacts.
The old email address is still functional as of now as an alias.

From: Ed Morris <emorris@sentell.net>
Sent: Wednesday, July 10, 2019 6:54 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@usda.gov>
Subject: Uniontown Sewer Improvements Project- E-500

Please review the attached Russ 1780-26 and Exibit C- Basic services.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) (C)

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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [10/29/2018].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount (b) (4) based on the following estimated distribution of compensation:

	Collection Phase	Treatment Phase	Total
a. Study and Report Phase	(b) (4)		
b. Preliminary Design Phase			
c. Final Design Phase			
d. Bidding and Negotiating Pha			
e. Construction Phase			
f. Post-Construction Phase			

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):[8" x 11" Copies, Copies of Drawings

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From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown Short Lived Assets
Date: Monday, September 10, 2018 4:33:58 PM

Permitting for Closure of Lagoons & Spray field.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Monday, September 10, 2018 2:59 PM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown Short Lived Assets

Why do we have $7500 in the budget for WWTP Permit?

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Ed Morris <emorris@sentell.net>
Sent: Monday, September 10, 2018 12:38 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown Short Lived Assets

Must have been typo.
Prison is being kept up and they are using water. It is expected to open up in the new year.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Monday, September 10, 2018 11:52 AM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown Short Lived Assets

Why is the N-10 Prison pumps so much more than N-1 & N-4? The prison is not in operation at this time?

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Ed Morris <emorris@sentell.net>
Sent: Monday, September 10, 2018 11:39 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Uniontown Short Lived Assets

Here are the short lived assets broken down by pump station.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) (C)

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From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown Short Lived Assets
Date: Monday, September 10, 2018 1:37:55 PM
Attachments: doc00185120180910123349.pdf

Must have been typo.
Prison is being kept up and they are using water. It is expected to open up in the new year.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Monday, September 10, 2018 11:52 AM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown Short Lived Assets

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Short-Lived Assets			
10-15 Year Replacement Cost			
PUMP STATION LOCATION	No. Pumps	HP	Replacement Cost
N-1 County Rd 1	2	10	$14,000.00
N-2 Cane Breke Road	2	20	$16,000.00
N-3 Leroy Brown Rd	2	2	$9,500.00
N-4 Fish Plant	2	15	$15,000.00
N-5 Rabbit Yard	2	2	$9,500.00
N-6 North Jones St.	2	5.5	$12,800.00
N-7 County Rd 53	2	3	$10,000.00
N-8 Omega Lane	2	2	$9,500.00
N-9 CountyRd 65	2	2	$9,500.00
N-10 Prison	2	10	$14,000.00
TOTAL			$119,800.00

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown Short Lived Assets
Date: Monday, September 10, 2018 12:50:54 PM

---

10 to 15 years

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Monday, September 10, 2018 11:49 AM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown Short Lived Assets

What is your estimate of the replacement interval? (Average anticipated life?)

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Ed Morris <emorris@sentell.net>
Sent: Monday, September 10, 2018 11:39 AM
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Subject: Uniontown Short Lived Assets

Here are the short lived assets broken down by pump station.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) [redacted] (C)

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From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown Short Lived Assets
Date: Monday, September 10, 2018 4:36:17 PM

After meeting last week with ADEM $7500 will not be enough, But they will have additional grants from ADEM to offset the cost with the Voluntary Program.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Monday, September 10, 2018 2:59 PM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown Short Lived Assets

Why do we have $7500 in the budget for WWTP Permit?

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USDA Rural Development
4121 Carmichael Rd. STE 601
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From: Ed Morris <emorris@sentell.net>
Sent: Monday, September 10, 2018 12:38 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown Short Lived Assets

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Prison is being kept up and they are using water. It is expected to open up in the new year.

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Subject: RE: Uniontown Short Lived Assets

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From: Dawodu, Omololu - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown documents
Date: Thursday, September 27, 2018 12:35:05 PM

Yes that's fine, it can be done later. Please get it signed as soon as you can.

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, September 27, 2018 12:21 PM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: RE: Uniontown documents

Can the NPA certification wait until another day or do I need to get someone in a car to Uniontown. The Area Director forgot to get it signed with the LOC.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, September 27, 2018 11:15 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: Uniontown documents

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown notes
Date: Monday, October 22, 2018 9:25:31 AM

Great, thank you John!

From: Taylor, John - RD, Montgomery, AL
Sent: Monday, October 22, 2018 9:21 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: RE: Uniontown notes

Good morning Omololu,

The NOF ran 10/16, 17, & 18. I don't have proof of publication yet.

The FONSI was signed 10/11. It was sent to the city, Area Office and engineer that day. It was sent to Riverkeepers 10/17.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Monday, October 22, 2018 7:55 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown notes

Hello John,

I wanted to follow up with you. When was the Uniontown FONSI was published? Also what date was the NOF sent to Riverkeeper, the City, et al?

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov

Phone: 202-720-5653

"Committed to the future of rural communities"

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 11, 2018 2:19 PM
To: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: RE: Uniontown notes

Copy of signed FONSI attached. NOF sent to city, et al.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Bowen, Allen - RD, Montgomery, AL
Sent: Wednesday, October 10, 2018 4:26 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: Re: Uniontown notes

Thanks!!!!

From: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Date: Wednesday, October 10, 2018 at 4:08:35 PM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>, "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Cc: "Bowen, Allen - RD, Montgomery, AL" <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

I responded to your comments in the FONSI (mostly to tell you that you crack me up, no substantive notes). I'm good with these. Please proceed!

From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, October 10, 2018 5:03 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

I accepted most edits and replied to comments that didn't go away. Hope to get this signed tomorrow.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Wednesday, October 10, 2018 10:11 AM
To: Taylor, John - RD, Montgomery, AL <John.taylor@al.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Thanks for doing this, John. I like both the FONSI and the NOF a lot. I think you did a great job. I noticed a few typos here and there and had a couple of questions. I promise, it is not extensive edits! I've attached my minor edits and questions here. Depending on whether you think I've raised a bigger issue than I think with my questions, I think with typo corrections, you are good to go!

Thanks so much for this.

-Kellie

From: Taylor, John - RD, Montgomery, AL
Sent: Tuesday, October 9, 2018 6:05 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD,

Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

All,

The attached files ending in "accepted" are clean copies.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Tuesday, October 9, 2018 9:12 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: Re: Uniontown notes

Happy Tuesday!

Let me know when the FONSI goes out, please, and send a copy.

Thanks so much!
-Kellie

From: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Date: Friday, October 5, 2018 at 5:02:00 PM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>, "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Cc: "Bowen, Allen - RD, Montgomery, AL" <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Hi John,

Please edit the section on the work to be done to include what you think is appropriate. You are the closest to this project and you have the most knowledge. I know I tried to fill in the blanks as best as I

could, as I'm sure did Omololu, but you have the expertise!

I am fine with your idea to just say that we don't think rates will rise significantly. That's kind of what I understood in talking to Susan about the project yesterday too. Rates were probably going up either way, but doing this vs not didn't seem like it would make a big difference for the rate payers in town and your point is really good that the industry could take on some of that burden to keep the household rates more steady.

To answer your question on the [Agency] terminology in our guidance: it is an excellent question! I think part of it is when we are working with the programs that are implemented nationally vs at the state level, we tend to talk by agency (for example, RUS for electric and telecom), but when we are working through the state offices, it is RD, even though the funding is coming via an agency. It's worth thinking about whether we should continue to make that distinction. I'll make a note of that for future discussions as we work on revising the subparts.

If you are ok with the other edits Omololu sent and want to make the changes you think are appropriate for the two items you flagged, I think you all can go ahead and move forward. Please give the commenter the heads up before publication that we are revising. We think that will be helpful for our administrative record on this one.

Thanks for your patience and for working with us so diligently on this one. It is an important project that I know we will continue to work together on.

I hope you all have a great long weekend.
Thanks,

Kellie

From: Taylor, John - RD, Montgomery, AL
Sent: Friday, October 5, 2018 10:36 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes

Omololu,

We only have two concerns with the current edit:

1. The sewer rehabilitation will not only be by CIPP. As dictated by the situation it may include pipe replacement by open trench method, point repairs, manhole lining and manhole replacement.
2. We don't know that sewer rates for residential customers will not go up. This is a complicated issue. Certainly doing something with the wastewater will cost more to operate than doing nothing. The city does not currently separate water and sewer revenue and costs from general fund. When a utilities board is formed, they will have to establish rates to bring in the required revenue. We can only hope that industry pays its share. We would feel better to say we don't anticipate sewer rate rising significantly.

This question is not directly related to Uniontown. You changed "RUS" to "RD". Why do our guidance documents have [Agency] when the answer is always RD? It is an RD regulation.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Friday, October 5, 2018 8:09 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes

Greetings,

Please see the attached NOF and FONSI with our edits and comments . I think it would be a good idea to send another response letter to Riverkeeper to inform them that we are updating the FONSI. I am going to be off for the rest of the day, but Kellie will be in the office today if you would like any additional input on this.

Please let us know your thoughts and when you have drafted the response letter to Riverkeeper.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"*Committed to the future of rural communities*"

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 4, 2018 11:00 AM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Construction Manager is a term for an entity that has more power and responsibility than we were envisioning for the 3rd party. Allen has been promoting that Alabama Rural Water Association (or their management company subsidiary) would do construction inspection. That may be in the LOC. This is to provide oversite of the engineer, but only to post design phase.

John E. Taylor, P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Thursday, October 4, 2018 9:43 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Re: Uniontown notes

Less discussions and more I thought I remembered reading or hearing that we were requiring a

construction manager (I may have my terms wrong) to oversee the consulting engineer as the project proceeds. I think that underscores that we are wanting to ensure that the project is sufficient.

From: "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Date: Thursday, October 4, 2018 at 10:37:10 AM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>
Cc: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Subject: FW: Uniontown notes

John, please see Kellie's email below. Do we have anything about discussions with the construction manager?

From: Kubena, Kellie - RD, Washington, DC
Sent: Thursday, October 4, 2018 10:33 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: Re: Uniontown notes

What about the construction manager? Can we say something about that?

From: "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Date: Thursday, October 4, 2018 at 10:30:32 AM
To: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Subject: FW: Uniontown notes

This was John's response, I am going to go through the PER now.

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 4, 2018 10:26 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Omololu:

No details on either. The shareholder involvement we just conceived as we were addressing the Riverkeeper letter. The owner/engineer is still unaware of it. Further study is only vaguely discussed in the PER, but it has been our intention all along to be looking over the engineer's shoulders. The shareholder involvement may turn out to me a good mechanism for doing that.

John E. Taylor. P.E.

Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Thursday, October 4, 2018 6:29 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Uniontown notes

Hello John,

We are almost through with adding our comments to the Notice and the FONSI, however we want to elaborate on the meetings that you mentioned that would be taking place to engage the public, Riverkeepers, etc. and more details regarding the proposed funded study and the plans to be engaged in the design process. Is that documented specifically anywhere, I was unable to find it, there were a lot of documents associated with this project.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"Committed to the future of rural communities"

From: Kubena, Kellie - RD, Washington, DC
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown notes
Date: Thursday, October 11, 2018 2:20:39 PM

Great, thanks!

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 11, 2018 2:19 PM
To: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: RE: Uniontown notes

Copy of signed FONSI attached. NOF sent to city, et al.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Bowen, Allen - RD, Montgomery, AL
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To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: Re: Uniontown notes

Thanks!!!!

From: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Date: Wednesday, October 10, 2018 at 4:08:35 PM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>, "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Cc: "Bowen, Allen - RD, Montgomery, AL" <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

I responded to your comments in the FONSI (mostly to tell you that you crack me up, no substantive notes). I'm good with these. Please

proceed!

From: Taylor, John - RD, Montgomery, AL
Sent: Wednesday, October 10, 2018 5:03 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

I accepted most edits and replied to comments that didn't go away. Hope to get this signed tomorrow.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Wednesday, October 10, 2018 10:11 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Thanks for doing this, John. I like both the FONSI and the NOF a lot. I think you did a great job. I noticed a few typos here and there and had a couple of questions. I promise, it is not extensive edits! I've attached my minor edits and questions here. Depending on whether you think I've raised a bigger issue than I think with my questions, I think with typo corrections, you are good to go!

Thanks so much for this.

-Kellie

From: Taylor, John - RD, Montgomery, AL
Sent: Tuesday, October 9, 2018 6:05 PM

To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

All,

The attached files ending in "accepted" are clean copies.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Tuesday, October 9, 2018 9:12 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: Re: Uniontown notes

Happy Tuesday!

Let me know when the FONSI goes out, please, and send a copy.

Thanks so much!
-Kellie

From: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Date: Friday, October 5, 2018 at 5:02:00 PM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>, "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Cc: "Bowen, Allen - RD, Montgomery, AL" <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Hi John,

Please edit the section on the work to be done to include what you think is appropriate. You are the closest to this project and you have

the most knowledge. I know I tried to fill in the blanks as best as I could, as I'm sure did Omololu, but you have the expertise!

I am fine with your idea to just say that we don't think rates will rise significantly. That's kind of what I understood in talking to Susan about the project yesterday too. Rates were probably going up either way, but doing this vs not didn't seem like it would make a big difference for the rate payers in town and your point is really good that the industry could take on some of that burden to keep the household rates more steady.

To answer your question on the [Agency] terminology in our guidance: it is an excellent question! I think part of it is when we are working with the programs that are implemented nationally vs at the state level, we tend to talk by agency (for example, RUS for electric and telecom), but when we are working through the state offices, it is RD, even though the funding is coming via an agency. It's worth thinking about whether we should continue to make that distinction. I'll make a note of that for future discussions as we work on revising the subparts.

If you are ok with the other edits Omololu sent and want to make the changes you think are appropriate for the two items you flagged, I think you all can go ahead and move forward. Please give the commenter the heads up before publication that we are revising. We think that will be helpful for our administrative record on this one.

Thanks for your patience and for working with us so diligently on this one. It is an important project that I know we will continue to work together on.

I hope you all have a great long weekend.

Thanks,
Kellie

From: Taylor, John - RD, Montgomery, AL
Sent: Friday, October 5, 2018 10:36 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes

Omololu,

We only have two concerns with the current edit:

1. The sewer rehabilitation will not only be by CIPP. As dictated by the situation it may include pipe replacement by open trench method, point repairs, manhole lining and manhole replacement.
2. We don't know that sewer rates for residential customers will not go up. This is a complicated issue. Certainly doing something with the wastewater will cost more to operate than doing nothing. The city does not currently separate water and sewer revenue and costs from general fund. When a utilities board is formed, they will have to establish rates to bring in the required revenue. We can only hope that industry pays its share. We would feel better to say we don't anticipate sewer rate rising significantly.

This question is not directly related to Uniontown. You changed "RUS" to "RD". Why do our guidance documents have [Agency] when the answer is always RD? It is an RD regulation.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Friday, October 5, 2018 8:09 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>; Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>
Subject: RE: Uniontown notes

Greetings,

Please see the attached NOF and FONSI with our edits and comments . I think it would be a good idea to send another

response letter to Riverkeeper to inform them that we are updating the FONSI. I am going to be off for the rest of the day, but Kellie will be in the office today if you would like any additional input on this.

Please let us know your thoughts and when you have drafted the response letter to Riverkeeper.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"*Committed to the future of rural communities*"

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 4, 2018 11:00 AM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Construction Manager is a term for an entity that has more power and responsibility than we were envisioning for the 3rd party. Allen has been promoting that Alabama Rural Water Association (or their management company subsidiary) would do construction inspection. That may be in the LOC. This is to provide oversite of the engineer, but only to post design phase.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Kubena, Kellie - RD, Washington, DC
Sent: Thursday, October 4, 2018 9:43 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>; Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Re: Uniontown notes

Less discussions and more I thought I remembered reading or hearing that we were requiring a construction manager (I may have my terms wrong) to oversee the consulting engineer as the project proceeds. I think that underscores that we are wanting to ensure that the project is sufficient.

From: "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Date: Thursday, October 4, 2018 at 10:37:10 AM
To: "Taylor, John - RD, Montgomery, AL" <john.taylor@al.usda.gov>
Cc: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Subject: FW: Uniontown notes

John, please see Kellie's email below. Do we have anything about discussions with the construction manager?

From: Kubena, Kellie - RD, Washington, DC
Sent: Thursday, October 4, 2018 10:33 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Subject: Re: Uniontown notes

What about the construction manager? Can we say something about that?

From: "Dawodu, Omololu - RD, Washington, DC" <Omololu.Dawodu@wdc.usda.gov>
Date: Thursday, October 4, 2018 at 10:30:32 AM
To: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Subject: FW: Uniontown notes

This was John's response, I am going to go through the PER now.

From: Taylor, John - RD, Montgomery, AL
Sent: Thursday, October 4, 2018 10:26 AM
To: Dawodu, Omololu - RD, Washington, DC <Omololu.Dawodu@wdc.usda.gov>
Cc: Bowen, Allen - RD, Montgomery, AL <Allen.Bowen@al.usda.gov>
Subject: RE: Uniontown notes

Omololu:

No details on either. The shareholder involvement we just conceived as we were addressing the Riverkeeper letter. The owner/engineer is still unaware of it. Further study is only vaguely discussed in the PER, but it has been our intention all along to be looking over the engineer's shoulders. The shareholder involvement may turn out to me a good mechanism for doing that.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Dawodu, Omololu - RD, Washington, DC
Sent: Thursday, October 4, 2018 6:29 AM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Uniontown notes

Hello John,

We are almost through with adding our comments to the Notice and the FONSI, however we want to elaborate on the meetings that you mentioned that would be taking place to engage the public, Riverkeepers, etc. and more details regarding the proposed funded study and the plans to be engaged in the design process. Is that documented specifically anywhere, I was unable to find it, there were a lot of documents associated with this project.

Thanks,

Omololu Dawodu
Environmental Protection Specialist
Engineering and Environmental Staff | Rural Utilities Service
Rural Development
U.S. Dept. of Agriculture | Room 2238
1400 Independence Avenue, SW | Washington, DC 20250

Email: omololu.dawodu@wdc.usda.gov
Phone: 202-720-5653

"*Committed to the future of rural communities*"

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown updated PER
Date: Monday, August 20, 2018 9:53:26 AM
Attachments: Revised Cost Estimates Post ARWA review 8-20-18.pdf

1. Option #1- ADEM Fee to Demopolis corrected to what is currently owed due to Modeling fees.
2. Option #1- Removed "Connection to Pump Station" included Pumping Station item.
3. Option #1- Corrected Property Survey for Force Main to Demopolis.
4. Equipment cost in the Administration Cost Category is for Equipment to maintain the collection system.
5. Option #2 & 3 ADEM cost are for currently owed for Modeling and cost for permitting to Freetown Creek.
6. Option #2 & 3 material change cost of PVC to HDPE 12" Pipe.
7. Option #2 & 3 Changed pump station cost to reflect pumps required to pump cheese plant effluent and odor control.
8. Option #2 & 3 combined Drum Screen and Headworks cost.
9. Pumping sludge to the Lagoon would not work. During times not pumping, the sludge would settle and plug the line.
   Would also have to lay a line 4.6 miles and upgrade the lagoon to fluctuate levels. Aerators would have to be used to control odors.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Thursday, August 16, 2018 3:55 PM
To: Ed Morris <emorris@sentell.net>
Subject: RE: Uniontown updated PER

Ed,

Attached are some comments from ARWA and an attorney. Those are just for you information and consideration. Not something you necessarily have to address.

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Ed Morris <emorris@sentell.net>
Sent: Thursday, August 16, 2018 12:52 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: Uniontown updated PER

Please review the updated PER attached. The spray field and Lagoon closing, monitoring, and cost

Engineer's Estimate of Probable Construction Cost

UNIONTOWN SANITARY COLLECTION AND TREATMENT IMPROVEMENTS

Option # 1

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
			Forcemain to Demopolis		
1	1	LS	Mobilization/Demobilization	$66,000.00	$66,000.00
2	1	LS	Erosion Control	$40,000.00	$40,000.00
3	99,694	LF	16" HDPE DR11	$90.00	$8,972,460.00
4	2,807	LF	16" Direct Bore	$180.00	$505,260.00
5	3,510	LF	16" Direct Bore Creek Crossing	$180.00	$631,800.00
6	200	LF	Highway Crossing Bore w Casing	$250.00	$50,000.00
7	420	LF	Road Crossing Bore w Casing	$250.00	$105,000.00
8	1	LS	Traffic Control (Per ALDOT)	$15,000.00	$15,000.00
9	51	AC	Seeding Mulch and Fertilizer	$900.00	$45,900.00
10	22	EA	16" Air Release Valve	$6,800.00	$149,600.00
11	200	LF	Railroad Bore w Casing	$350.00	$70,000.00
12	240	LF	City Road Open Cut with Casing	$60.00	$14,400.00
13	1,680	LF	Gravel Driveways Open cut with Casings	$40.00	$67,200.00
14	815	LF	Asphalt Driveways Open cut w Casings	$50.00	$40,750.00
15	61	LF	Concrete Driveways Open cut w Casings	$60.00	$3,660.00
16	150	LF	12" PVC Gravity Pipe	$120.00	$18,000.00
17	5	EA	Manholes	$4,500.00	$22,500.00
18	1	LF	Lagoon Reclamation	$500,000.00	$500,000.00
19	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
20	1	EA	Mag meters	$20,000.00	$20,000.00
21	1	LS	Placing Topsoil & Seeding	$10,000.00	$10,000.00
22	1	LS	Aggregate Road Surfacing	$23,500.00	$23,500.00
23	1	LS	Electrical Service	$200,000.00	$200,000.00
24	3	LS	Electrical Equipment/Generator	$150,000.00	$450,000.00
25	3	LS	Pumping Station	$900,000.00	$2,700,000.00
26	1	LS	Headworks	$320,000.00	$320,000.00
				Subtotal	**$15,241,030.00**
			COLLECTION SYSTEM		
1	1	LS	City Collection System Repair	$10,182,871.00	$10,182,871.00
				Subtotal	$25,423,901.00
				10% contingency	$2,542,390.10
				Construction Cost	**$27,966,291.10**
				Engineering Cost	$1,901,707.79
				Construction Observation	$559,325.82
				Engineering Cat. "D"	$396,228.00
				Administration	$457,150.00
				Subtotal	$31,280,702.72

Engineering Cat. "D"		Administration Cost	
WWTP Permit	$7,500.00	Interest	$977,521.96
Environmental	$3,500.00	Legal	$50,000.00
Soil Drill	$15,000.00	RR Fees	$45,000.00
Prop. Survey	$64,800.00	Equipment	$130,000.00
SW Permit	$3,500.00	ADEM Per	$12,650.00
ALDOT Permit	$5,500.00	Land/Ease	$80,000.00
Elec Eng.	$36,428.00	ALDOT Per	$80,000.00
Proj.Development	$260,000.00	Power Co.	$50,000.00
Sub Total	$396,228.00	Advertise	$9,500.00
		Sub Total	$457,150.00

TOTAL COST	**$32,258,224.68**

002593

Engineer's Estimate of Probable Construction Cost

UNIONTOWN PRELININARY CONSTRUCTION COST MBR SYSTEM

Option #2

Kubota Membrane Bioreactor System

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
1	1	LS	Mobilization/Demobilization	$25,000.00	$25,000.00
2	1	LS	Erosion Control	$14,000.00	$14,000.00
3	400	LF	10" DI Pipe	$100.00	$40,000.00
4	0	EA	16" MJ DI Pipe	$13,000.00	$0.00
5	200	LF	3" DI Pipe	$50.00	$10,000.00
6	300	LF	8" Stainless Pipe	$150.00	$45,000.00
7	300	LF	6" DI Pipe	$75.00	$22,500.00
8	24,727	LF	12" HDPE Force Main	$65.00	$1,607,255.00
9	1	LS	Internal Equipment	$1,785,000.00	$1,785,000.00
10	1	EA	Effluent Structures	$8,500.00	$8,500.00
11	1,055	CY	Structural Concrete	$500.00	$527,500.00
12	1	EA	Centrifuge	$450,000.00	$450,000.00
13	1	LS	Placing Topsoil & Seeding	$14,000.00	$14,000.00
14	1,955	SY	Road Surfacing	$150.00	$293,250.00
15	1	LS	Electrical Service	$133,265.00	$133,265.00
16	1	LS	Electral Equipment	$120,300.00	$120,300.00
17	1	LS	Effluent Structure & Pumps	$900,000.00	$900,000.00
18	1	LS	UV Disinfection	$130,000.00	$130,000.00
19	1	LS	Drum Screen & Headworks	$320,000.00	$320,000.00
20	1	LS	Laboratory Building	$500,000.00	$500,000.00
21	1	LS	Electrical/Centrifuge/UV Building	$400,000.00	$400,000.00
22	1	LS	Lagoon Reclamation	$500,000.00	$500,000.00
23	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
			COLLECTION SYSTEM		
1	1	LS	City Collection System Rehab	$10,182,871.00	$10,182,871.00
				Subtotal	$18,228,441.00
				10% contingency	$1,822,844.10
				Construction Cost	**$20,051,285.10**
				Engineering Cost	$1,363,487.39
				Construction Observation	$401,025.70
				Engineering Cat. "D"	$307,000.00
				Administration	$300,160.00
				Sub Total	**$22,422,958.19**
				TOTAL COST	**$23,123,675.63**

Engineering Cat. "D"	
Geotechnical	$9,500.00
Environmental	$8,000.00
Prop. Survey	$25,000.00
ALDOT Permit	$4,500.00
Proj Development	$260,000.00
Sub Total	$307,000.00

Administration Cost	
Interest	$700,717.44
Legal	$42,000.00
Equipment	$130,000.00
ADEM Per	$28,660.00
Advertise	$9,500.00
Al Power	50,000
ALDOT Permit	40,000
Sub Total	$300,160.00

Engineer's Estimate of Probable Construction Cost

UNIONTOWN PRELININARY CONSTRUCTION COST SBR SYSTEM

Option #3

Aqua-Aerobic Systems

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
1	1	LS	Mobilization/Demobilization	$25,000.00	$25,000.00
2	1	LS	Erosion Control	$14,000.00	$14,000.00
3	400	LF	10" DI Pipe	$100.00	$40,000.00
4	200	LF	3" DI Pipe	$50.00	$10,000.00
5	300	LF	8" Stainless Pipe	$150.00	$45,000.00
6	300	LF	6" DI Pipe	$75.00	$22,500.00
7	24,727	LF	12" HDPE Force Main	$65.00	$1,607,255.00
8	1	LS	Internal Equipment	$950,000.00	$950,000.00
9	1	EA	AquaDisk Cloth Media Filter	$325,000.00	$325,000.00
10	1	EA	Effluent Structures	$8,500.00	$8,500.00
11	2,264	CY	Structural Concrete	$500.00	$1,132,000.00
12	1	EA	Centrifuge	$450,000.00	$450,000.00
13	1	LS	Placing Topsoil & Seeding	$14,000.00	$14,000.00
14	2,344	SY	Road Surfacing	$150.00	$351,600.00
15	1	LS	Electrical Service	$133,265.00	$133,265.00
16	1	LS	Electral Equipment	$120,300.00	$120,300.00
17	1	LS	Effluent Structure & Pumps	$900,000.00	$900,000.00
18	1	LS	UV Disinfection	$130,000.00	$130,000.00
19	1	LS	Drum Screen & Headworks	$320,000.00	$320,000.00
20	1	LS	Laboratory Building	$500,000.00	$500,000.00
21	1	LS	Electrical/Centrifuge/UV Building	$400,000.00	$400,000.00
22	1	LS	Lagoon Reclamation	$500,000.00	$500,000.00
23	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
			COLLECTION SYSTEM		
1	1	LS	City Collection System Rehab	$10,182,871.00	$10,182,871.00
				Subtotal	$18,381,291.00
				10% contingency	$1,838,129.10
				Construction Cost	**$20,219,420.10**
				Engineering Cost	$1,374,920.57
				Construction Observation	$404,388.40
				Engineering Cat. "D"	$307,000.00
				Administration	$300,160.00
				Sub Total	**$22,605,889.07**
				TOTAL COST	**$23,312,323.10**

Engineering Cat. "D"	
Geotechnical	$9,500.00
Environmental	$8,000.00
Prop. Survey	$25,000.00
ALDOT Permit	$4,500.00
Proj. Development	$260,000.00
Sub Total	$307,000.00

Administration Cost	
Interest	$706,434.03
Legal	$42,000.00
Equipment	$130,000.00
ADEM Per	$28,660.00
Advertise	$9,500.00
Al Power	50,000
ALDOT Permit	40,000
Sub Total	$300,160.00

are still being developed with the assistance of ADEM and TTL.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) (C)

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From: Kubena, Kellie - RD, Washington, DC
To: Taylor, Harry - RD, Morgantown, WV; Schindler, Nicole - RD, Washington, DC
Cc: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown, AL
Date: Wednesday, April 25, 2018 8:25:33 AM
Attachments: image004.png
image006.png
image010.png
image012.png
image014.png

Harry and John,

Thanks for this information. I have worked in this part of the country on some projects in a previous life (in Lowndes County) and this story sounds very reminiscent. While I know there is caution this year that while we do have more grant than we typically do, we don't want to spend all our grant money and be left only with loan funds, but this seems like one of those times where some grant money would be really well placed. I'll mention this project to Kent and Cheryl. Maybe this is the year we could make a difference for these folks.

Thanks for the information and I'll let you know what I hear, if anything, related to this project.

Thanks,
Kellie

From: Taylor, Harry - RD, Morgantown, WV
Sent: Monday, April 23, 2018 4:04 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Cc: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Subject: RE: Uniontown, AL

Kellie,

I just got off the phone with John Taylor. He gave me a summary of the project.

Uniontown, AL – Wastewater Project

It is a very small town and with very low income.

Their current Wastewater Treatment Plant is out of compliance with the State of Alabama so the project needed to be done.

The town has 2 rivers about 20 miles from the city limits from both ends. They do not have an ideal discharge. So wastewater is treated with air and bar screen filters. They were trying to move the waste around. It is then sprayed onto fields. The money for the project only covered repairs to half the towns wastewater collections and improvements to the Treatment Facility.

The state has a unique way of permitting projects in that Money is secured with project design. Once everything is secured they will perform an hydraulic study. Now their spray field has clay soil so there are not good percolation. The study was not favorable, therefore, the state rejected the improvements to the spray field. The spray field is undersized and with the clay soil conditions water is laying in the field with nowhere to go. The consulting engineer knew this was happening and did not say to the state authorities that the study was going to affect his designed project. John thought the consulting engineer should have argued his case more with the state of Alabama with how this was going to leave Uniontown in a bad predicament.

Again the median household income is $12,386.00 and their bill is around $16.00. There is not much here to work with. The town has a loan that has pretty much maxed them out. The spray field is about half of what it needs to be.

John thinks the solution is to construct a force main 20 miles long to get the discharge to the river.

Now the $3.1 million did improve their wastewater situation but with the soil conditions the consulting engineer should have been designing the out fall differently and not relying on the spray field.

If you have any questions let me know. John will be back into the office tomorrow.

Harry E. Taylor
Harry E. Taylor, P.E.
State Engineer/Environmental Coordinator
Rural Development
U.S. Department of Agriculture
1550 Earl Core Road, Suite 101
Morgantown, WV 26505
harry.taylor@wv.usda.gov
Phone No. 304.284.4887
Fax No. 855.859.1835

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From: Kubena, Kellie - RD, Washington, DC
Sent: Friday, April 20, 2018 4:15 PM
To: Taylor, Harry - RD, Morgantown, WV <Harry.Taylor@wv.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: RE: Uniontown, AL

You rock, my friend! Thank you!

From: Taylor, Harry - RD, Morgantown, WV
Sent: Friday, April 20, 2018 4:15 PM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Subject: Re: Uniontown, AL

I have a call set up with him for Monday afternoon. I will be in Washington next week.

Sent from Email+ secured by MobileIron

From: "Kubena, Kellie - RD, Washington, DC" <Kellie.Kubena@wdc.usda.gov>
Date: Friday, April 20, 2018 at 4:02:09 PM
To: "Schindler, Nicole - RD, Washington, DC" <Nicole.Schindler@wdc.usda.gov>, "Taylor, Harry - RD, Morgantown, WV" <Harry.Taylor@wv.usda.gov>
Subject: FW: Uniontown, AL

I'm not sure why Scott thinks this is our problem, based on my reading of the article and past work with this part of Alabama. There are a lot of issues there.

May be worthwhile to get ahead of the story though and talk with John T. about the project and what is going on. Harry, can you get the back story from John?

Thanks,
Kellie

From: Barringer, Scott - RD, Washington, DC
Sent: Friday, April 20, 2018 10:42 AM
To: Kubena, Kellie - RD, Washington, DC <Kellie.Kubena@wdc.usda.gov>; Schindler, Nicole - RD, Washington, DC <Nicole.Schindler@wdc.usda.gov>
Cc: Evans, Kent - RD, Washington, DC <Kent.Evans@wdc.usda.gov>; Francis, Cheryl - RD, Washington, DC <Cheryl.Francis@wdc.usda.gov>; Saulnier, Stephen - RD, Washington, DC <Stephen.Saulnier@wdc.usda.gov>; Primrose, Edna - RD, Washington, DC <Edna.Primrose@wdc.usda.gov>
Subject: Uniontown, AL

Hey Kellie and Nicole

the Uniontown Sewage project is one USDA funded several years ago. You may want to check out the article on AL.com today at

http://www.al.com/news/index.ssf/2018/04/uniontown_sewage_problems.html

the headline is "Sewage problems still plague Uniontown after $4.8 million in repairs"

On 8/8/2012 USDA obligated and funded the wastewater treatment plant for $2,505,000 loan and $2,293,676.98. The project is finished and all funds have been disbursed.

ASEC office is being called by the Congressman office concerning a wastewater issue. Not sure if this is what it is about but it is in today's Alabama headlines

Scott Barringer
Deputy Assistant Administrator, Rural Utilities Service
Water and Environmental Programs
Rural Development
United States Department of Agriculture
1400 Independence Ave., S.W. | Washington, D.C. 20250
Phone: (202)720-9643 | Fax: (202)690-0649
www.rd.usda.gov | "Committed to the future of rural communities"

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From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: RE: Uniontown
Date: Thursday, November 1, 2018 3:18:50 PM

Most everyone in the city limits are on the system. Mabey 10 to 15 additional customers.

From: Taylor, John - RD, Montgomery, AL [mailto:john.taylor@al.usda.gov]
Sent: Thursday, November 01, 2018 2:10 PM
To: 'Morris Ed' (emorris@sentell.net) <emorris@sentell.net>
Subject: FW: Uniontown

Can you help us with Allen's question below?

John E. Taylor. P.E.
Alabama State Engineer & SEC
USDA Rural Development
4121 Carmichael Rd. STE 601
Montgomery, AL 36106
334-279-3475

From: Bowen, Allen - RD, Montgomery, AL
Sent: Thursday, November 1, 2018 1:58 PM
To: Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov>
Cc: emorris@sentell.net
Subject: Uniontown

John, any idea as to the number of new connections as a result of the mandatory hookup ordinance?

Thanks,

Allen Bowen

Allen Bowen
United States Department of Agriculture
Rural Development
Community and Business Programs Director
Office: 334-279-3617
Cell: 334-322-4147
Fax: 855-304-8457

From: cityofuniontown@outlook.com
To: Taylor, John - RD, Montgomery, AL
Subject: Re: Uniontown Environmental Assessment
Date: Friday, September 7, 2018 3:40:01 PM

Acknowledge Receipt!

Thanks John!

Emefa

Sent from my iPhone

On Sep 7, 2018, at 2:16 PM, Taylor, John - RD, Montgomery, AL <john.taylor@al.usda.gov> wrote:

> The Notice of Availability of the Environmental Assessment is supposed to run in the Selma Times-Journal; perhaps starting Monday. Attached to this email is a copy of the report. You may share it with anyone interested. I have separated the maps from Appendix A into a separate file because some people may not be able to receive large attachments.
>
> John E. Taylor. P.E.
> Alabama State Engineer & SEC
> USDA Rural Development
> 4121 Carmichael Rd. STE 601
> Montgomery, AL 36106
> 334-279-3475

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<Uniontown EA (ver 9-7-18).pdf>

<Appendix A maps.pdf>

From: Emefa Butler
To: Ed Morris
Cc: Tina Yelverton; Taylor, John - RD, Montgomery, AL; Jamaal Hunter; alfredawashington@hotmail.com
Subject: Re: Uniontown FONSI advertisement
Date: Friday, September 21, 2018 10:43:58 AM

Thanks Ed. We will get payment to STJ!

Emefa

Sent from my iPhone

On Sep 21, 2018, at 9:27 AM, Ed Morris <emorris@sentell.net> wrote:

> Please run the attached FONSI advertisement in the non-classified section of the paper on September 27, 28, and 29th.
>
> Sentell Engineering, Inc.
> 639 Black Bears Way
> Tuscaloosa, Alabama 35401
> 205.752.5564 (0)
> (b) (6) (C)
>
> <Uniontown NOF 180927.docx>

From: Gordon, Nivory - RD, Camden, AL
To: Taylor, John - RD, Montgomery, AL
Subject: Scan00080002.pdf
Date: Friday, September 21, 2018 5:09:57 PM
Attachments: Scan00080002.pdf

Uniontown public comments

Nivory Gordon, Jr. Area Director USDA, RD
321 Depot Street, Camden, AL 36726

Re: Rural Utility Service, USDA, Environmental Assessment for the City of Uniontown

We, the undersigned, are not satisfied with the Environmental Assessments from Sentell Engineering and the Rural Utility Service that stated no significant impacts will occur. We, the undersigned, feel there will be severe environmental impacts associated with this project. We, the undersigned, ask the Rural Utility Service of the USDA to produce a complete Environmental Impact Statement (EIS) for the City of Uniontown without Sentell Engineering.

Name	Address	Phone Number	Signature
(b) (6)			

Name	Address	Phone Number	Signature
(b) (6)			

Name	Address	Phone Number	Signature
(b) (6)			

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: UNIONTOWN Revised PER
Date: Monday, September 10, 2018 8:31:32 AM
Attachments: Revised PER 9-10-18 Section 1.pdf

Here is the first section of PER. The appendix A (pictures & maps) are too big to e-mail. If needed to resend appendix A we can overnight them.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) (C)

SENTELL ENGINEERING
CIVIL.STRUCTURAL.ENVIRONMENTAL.SURVEYING

639 BLACK BEARS WAY
TUSCALOOSA, AL 35401
OFFICE (205) 752-5564
FAX (205) 752-5569

PRELIMINARY ENGINEERING REPORT

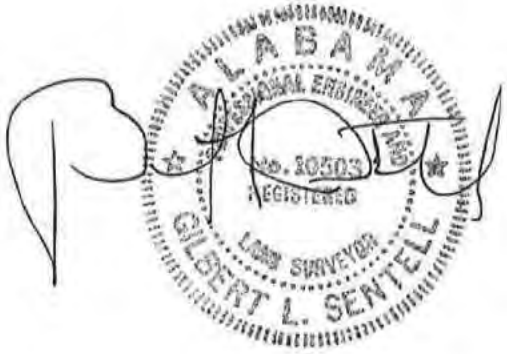
FOR

SANITARY SEWER COLLECTION AND TREATMENT FACILITY REHABILITATION

FOR

THE CITY OF UNIONTOWN PERRY COUNTY, ALABAMA

September 2018



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OVERVIEW OF PRELEMINARY ENGENEERING REPORT

I) General

II) Project Planning

A) Location
B) Environmental Resources Present
C) Population Trends
D) Community Engagement

III) Existing Facilities

A) Pump stations
B) Location Pictures
C) History
D) Existing Conditions

IV) Need for Project

A) Rehabilitated Collection System

V) Required Work for All Alternatives

A) Rehabilitate Collection System

B) Reclaim Existing Spray Field

C) Reclaim Existing Lagoon

V-1) Alternatives Considered

A) Considerations
   1) Alternative 1
   2) Alternative 2
   3) Alternative 3
B) Design Criteria
C) Environmental Impacts
D) Land Requirements
E) Construction Problems
F) Cost Estimates
G) Advantages/Disadvantages
   1) Alternative 1
   2) Alternative 2
   3) Alternative 3

VI) Proposed Project (Alternative 1)

A) Project Design
B) Cost Estimate
C) Annual Operation Budget

VII) Conclusions and Recommendations

VIII) Appendixes

A) Appendix A
B) Appendix B
C) Appendix C

I GENERAL

The City of Uniontown is located in the southwest corner of Perry County in the heart of Alabama's black belt. Perry County is one the six poorest counties in the State of Alabama and is one of the poorest counties in the United States. This area's population is 90.6% African American from the 2010 Census Bureau demographics. The percent of individuals below the poverty level is 47.2%. The unemployment rate is 20.5%. Median household income is $15,054.00. This is 50.68% of the national average.

The City of Uniontown has met a cross roads of survival. Since the clean water act was enacted, Alabama Department of Environmental Management (ADEM) has been mandated to improve the water quality of Alabama by enforcing regulations on sediment and contaminants entering the waters of the state. According to ADEM, it has been determined that individual septic tanks are one of the most common on site waste systems in use in the state. It is estimated to be the source of more ground water contamination nationwide. ADEM considers failing septic systems to be one of the most serious threats to ground water in Alabama, because they are so numerous. The soil types in Uniontown are Sumter, Kipling and Sucarnoochee. These soil types are poorly drained, subject to shrink – swell to septic use necessitating the need for a public wastewater disposal system. The City of Uniontown would not exist without a treatment plant due to the inability of the area's soils to absorb the liquids from the septic tank systems.

The City has a Sanitary Sewer Collection and Treatment Facility that is currently inadequate, according to the Alabama Department of Environmental Management (ADEM), it has been determined that the Uniontown Wastewater Treatment Plant (WWTP) is not operating within its permit limits. They are exceeding their flow capacity almost continuously and other parameters such as BOD5 and E-coli four or five times a year. The main infraction is unpermitted discharge to Cottonwood Creek and Freetown Creek. This is mainly due to the collection system extremely porous and basically drains the City's rain runoff through the treatment facility.

The project will require the collection system to be rehabilitated. An alternate collection system would be individual influent pumps and low pressure individual grinder pumps. Both of these systems are less expensive to construct. The main problems with these systems are the continual maintenance, and pump replacement cost. The existing treatment system is land applied which is failing and no longer an option.

II PROJECT PLANNING AREA

A) U.S. Highway 80 divides the town north and south. It is at latitude 32.446966° north and longitude 87.493390° in the heart of the Black Belt. It links

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Montgomery, Alabama to Meridian, Mississippi. The railroad also traverses east and west alongside of US Highway 80 from Uniontown to Demopolis.
1) See Attached maps and pictures in Appendix A.

B) The affected area will not impact any farmland, rangeland, forestland, wetlands, historic sites, endangered species/critical habitats, etc. All construction will be along existing ROW of Roads, easements, or City property.

C) The 2010 censes show Uniontown to be populated with 1775 people. The estimated population count is 2697. Since the 2010 count the estimated population of Uniontown has decreased approximately one hundred people per year. (//factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkm k) This has a lot to do with the lack of sustainable sanitary sewer to the area. The smell of sewage and whey from the cheese plant make habitation a challenge. Growth to the area depends on being able to bring in businesses and industry. This cannot happen without a way to treat the sanitary sewage.

D) The City of Uniontown has held several community meetings over the years to inform the citizens of the ongoing efforts to repair their sewer system.

III EXISTING FACILITIES

A) Facilities: The existing facilities are pump stations throughout the collection system which pump effluent to the three cell lagoon. The flow is then pumped to a spray field land application treatment 4.6 miles south of the lagoon.

B) Pictures and Location Maps in Appendix A

C) History:
The Wastewater Treatment Plant (WWTP) is located on existing property owned by the City of Uniontown on the West end of the City. To treat municipal sewage from the city, Uniontown operates a three-cell lagoon that discharges to a spray field located 4.6 miles south of the WWTP. Drawings of the site indicate that the lagoon has a surface area of just over 13.5 acres. The pond's capacity is around 23.2 million gallons. The lagoon is permitted to discharge to a spray field 4.6 miles south of the WWTP.

Uniontown has been under a consent order since 2005 for various parameter violations including unpermitted discharge to Cottonwood and Freetown Creeks. The latest improvement project in 2013 cleaned out sludge from the two primary lagoons and deepened them from 5 feet to 10 feet and 8 feet respectively. Approximately one third of the collection system was videoed and major infractions encountered were repaired. This project improved the quality of the treatment but did not significantly decrease the quantity of influent entering the lagoons.

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The City of Uniontown is now under a Circuit Court Order to cease and desist unpermitted discharges. In order to fulfill the order, the City of Uniontown would have to cease selling water to the customers of Uniontown. The Judge executed the order and then stayed the order for 90-day periods contingent on the progress of developing and funding a solution to correcting the sanitary sewer system.

D) Conditions of Existing Facilities

The current system has an extremely porous collection system that allows 209,523 gallons of inflow into the system per mile per day during heavy rain events. This allows 4.3 million gallons per day of extra effluent into the lagoon that was designed for an average of 525 thousand gallons per day. Video data of the collection system supports the data showing numerous cracks, holes, broken sections and collapses throughout the entire collection system. The manholes are made of brick and mortar. Most of the brick manholes are very porous due to deteriorated mortar. The collection pipes are made of Tera Cotta pipes. These pipes are very brittle. The connections between the laterals and the main lines are mostly not sealed allowing groundwater to enter the main lines and also allowing sewage to enter the ground and seep to the surface. The excess water going to the lagoon presents multiple problems. The lagoon is designed to treat a certain amount of sanitary sewage according to the expected flow and concentration. This lagoon was designed to treat an average of 525 thousand gallons of sanitary sewage per day. When it rains the sewage is diluted excessively to the point that the normal bacteria that treat the sewage are flushed through the lagoon and no longer treat the sewage as designed. This excess water fills the lagoon and overflows its banks into Cottonwood Creek. The water going into Cottonwood Creek is not treated to the extent that is needed to discharge to this creek and the City is in violation of their permit every time this happens. Currently this occurs approximately 150 days a year.

The excess water also has ruined electrical equipment at the lagoon that helps in treating the sewage. The automatic screen at the headworks of the lagoon is supposed to remove the large solids going into the lagoon from the collection system. The automatic screen has been disabled by the constant flooding from excess water and is inoperable. The manual screen helps some but the water rises above it as well and deposits solids into the lagoon. The ultraviolet disinfection system at the end of the lagoon has also been disabled by the high flow of excess water in the lagoon and no longer provides the additional disinfection prior to discharge to the spray field.

Lastly, the excessive water has decreased the life of the pumping stations throughout the system. The water pumped from the lagoon to the spray field has two pumps each with the design to pump an average of 500,000 gallons per day. These pumps run constantly and cannot keep up during wet weather. This has placed an extreme hardship on the force main to the spray field and on the spray field equipment. The spray field is supposed to work in three different ways. These are evaporation, transpiration, and absorption. Evaporation is limited by the

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weather and the seasons. Transpiration is limited by the growth of the plants and type of plants that grow. Absorption is limited by the type of soil and the ability of the soil to dry out. The excessive flow to the spray field due to the poor condition of the collection system has also played major role in limiting the capability of the spray field to operate normally. Evaporation is the only avenue of treatment that is not gravely affected by the excessive flow. Absorption has been completely removed as a treatment option for the spray field due to the excessive flow. The ground has been completely sealed with fine particles and constant moisture and does not allow measurable absorption. Transpiration has been limited to areas that are away from the circle of the spray patterns. The water then channels away from the circle and discharges into Freetown Creek. This is also a violation of the permit.

IV NEED FOR PROJECT

On August 12, 2008, Uniontown received a Consent Order ("the Order") from the Alabama Department of Environmental Management ("ADEM") addressing compliance issues with discharges from the lagoon. The lagoon operates under a NPDES permit issued by ADEM and discharges into a Spray field located 4.6 miles south of the WWTP in Perry County, Alabama.

The Order primarily focuses on parametric compliance for four basic pollutants of interest:

1) Unpermitted discharging of untreated wastewater into Cottonwood Creek
2) Flow capacity
3) Permitted limits for BOD
4) Permitted limits for TSS

In order to meet the requirements, set forth in the order Uniontown proceeded with a construction project that would meet the BOD and TSS requirement by dredging and deepening the two primary cells of the lagoon and added baffles to all three cells of the lagoon. The project repaired approximately a fourth of the collection system and increased the size of the pumps to the spray field to prevent overflows to Cottonwood Creek. Inflow metering has been added to the system. The data collected shows flow coming into the lagoon to vary from 300,000 gallons a day to 5,000,000 gallons per day. This amount of flow cannot be treated and discharged to the spray field. The lagoon will overflow into Cottonwood Creek approximately half of the year and the spray field overflows into Freetown Creek continuously.

The provision of adequate sanitary sewage collection and treatment system will eliminate hazardous health conditions in the community. With a proper system, children will be able to play safely outside without the threat of disease from raw sewage. This will allow the children to get a sufficient amount of physical exercise. A report by the Perry County Board of Education Community Education reports that lack of physical exercise is causing an alarming number of children to suffer childhood obesity. Due to the need for improvements to the sanitary sewer

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system, the City Council of Uniontown has enacted an ordinance requiring all persons with sewer access to pay a monthly sewage fee.

Uniontown has a management company running their Sewer System. Since the last rehabilitation project the discharge permit levels are mostly being met except for volume and occasional E-coli. The excessive inflow still coming through the collection system allows flooding of the screening and compaction equipment as well as the U. V. System. The flooding has rendered these systems inoperable. The spray field is too small for the sewerage flows and it is not practical to develop more spray fields due to the soil conditions in the area.

V REQUIRED WORK FOR ALL ALTERNATES

A. Rehabilitate Collection System:

The entire collection system from buildings to the central collection lines will be videoed and repaired/replaced as needed. This includes:

1) Videoing laterals from residences and/or business structures to the central collection line. The laterals will be sealed and have cleanouts with Concrete collars for protection. The laterals will either be certified as structurally sound or will be repaired by slip lining or replaced.

2) Collection lines will be videoed from manhole to manhole.

3) Beginning of collection lines that do not have manholes or do not know where manholes are located will be both located and raised or new manholes will be added.

4) Brick Manholes will either be sealed or replaced.

5) Collection lines will either be sealed with a lining inside the existing pipe, the existing pipe will be burst and a new pipe pulled in its place, or will be replaced by open excavation.

6) Laterals will be sealed to the corrected collection line.

B. Reclaim Existing Spray Field:

1) Enroll in the ADEM Brownfields Redevelopment and Voluntary Cleanup Program.

2) Submit plans to test the site according to Alabama Environmental Investigation and Remediation Guidance (AEIRG). Test site accordingly to devise a plan of action for decontamination.

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3) Submit plan of action to decontaminate/remove contaminated soil.

4) Decontaminate/ Remove contaminated soil. Retest for effectiveness.

5) Submit closure plans and execute.

C. Reclaim Existing Lagoon:

1) Enroll in the ADEM Brownfields Redevelopment and Voluntary Cleanup Program.

2) Submit plans to test the site according to Alabama Environmental Investigation and Remediation Guidance (AEIRG). Test site accordingly to devise a plan of action for decontamination.

3) Submit plan of action to decontaminate/remove contaminated soil.

4) Decontaminate/ Remove contaminated soil. Retest for effectiveness.

5) Submit closure plans and execute.

The existing spray field and lagoons are operating on a NPDES discharge permit. This permit will cease to exist upon the completion of the Rehabilitation of the collection system and the force main to Demopolis. These sites will automatically revert to unpermitted solid landfills and be regulated from those set of regulations. Through ADEM's regular channels, they would not even be able to review closure plans until the NPDES permit expires. The cleanup process is anticipated to begin in three years when all of the effluent has ceased flowing from the collection system and the lagoon has been emptied of effluent. This scenario will be extremely difficult to develop responsible cost estimates due to numerous unknown fees and regulations adapted to the solid waste program.

The Brownfields Redevelopment and Voluntary Cleanup program will allow planning and review of plans currently and will not be encumbered by a timeline. The regulations are not rigidly set as they would be by waiting for the NPDES permit to expire. This program will also allow the municipality to receive grant funds should the requirements exceed the current expectations for closure.

V-1 ALTERNATIVES CONSIDERED

Alternative #1 – Force Main to Demopolis for Treatment

A) Alternative #1 includes:

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1. Rehabilitate Collection System
2. Reclaim Existing Spray Field
3. Reclaim Existing Lagoon
4. Install a new barrel screen and pumping station at the existing lagoon site to pump the effluent to Demopolis for treatment.
5. Connect Southeastern Cheese to the new pumping station.
6. Install 16" HDPE pipe force main from Uniontown to Demopolis WWTP with several intermediate pumping stations to receive the sanitary waste water from Uniontown, industrial waste from Southeastern Cheese, and Alabama Catfish.

B) Design Criteria

Surveying an actual ground centerline survey of the route of the proposed main sewer, pumps station and associated force main must be performed. The survey must detail existing topography and existing aerial and underground utilities. Base lines, or reference marks, must be established in the field. Ground profile data must be field surveyed along the actual alignment. Topography may be obtained from either aerial surveys, field measurements, or both methods. The drawings for sewer mains and pump stations shall contain at minimum, the following information and comply with the standards below.

1. Each drawing sheet shall contain the name of the project, and the name(s), address, and telephone numbers of:
    a. The Owner/ Developer(s)
    b. The Design Engineer
    c. The Land Surveyor.
2. Drawings shall be prepared in accordance with National Cad Standards (NCS).. Datum shall be Vertical: NAVD 88 with Geoid G2012 AU7 Region 99 . Horizontal: NAD 83 No UTM projection. Drawings shall be in 24-inch x 36-inch landscape format
3. The minimum text height shall be 1/8" (0.125) inch and shall be legible when printed at half size.
4. Plan and profile of proposed main sewer or force main shall be on the same sheet, drawn at 1"=50' horizontal and 1"=10' vertical scales.
    a. Grades shall be shown in percent (%) and indicated between each manhole. The flowline elevation of each line entering and exiting a manhole shall also be shown. Reference to the line replacement where applicable.
    b. Location of air/vacuum valves, check valves, and cleanouts shall be shown and stationed.
    c. Stationing shall be based on centerline to centerline of manholes.
    d. In profile the existing ground shall be shown as a dashed line, and the proposed ground shall be shown as a solid line.
5. Sheets shall be properly numbered, indicating "Sheet_____ of _____."

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6. Stationing shall commence at the left of the sheet and at the lowest point of the main sewer or for a force main at the pump station and continue upstream to the right across the sheet. A maximum of 1,200 ft of sewer may be on each sheet. Match lines shall be included where needed to show where the line starts/ends on a sheet.
7. Standard Notes as shown on the drawing in Appendix 3 shall be included on a general civil drawing sheet for main sewer, pump station, and force main projects.
8. Sections of pipe with restrained joints shall be labeled on the drawings.
9. Any required concrete collars shall be shown on the Drawings.
10. Concrete thrust blocks shall be shown on the drawings.
11. Existing utilities shall be shown in their approximate location (with Stationing) and depth in the Plan view if the sewer alignment will cross over or under the utility. The utility size and type of material, if available, shall be called out (for example, 2" PE gas line, Sta. 30+22). Stationing shall also be required for overhead power lines that cross over the sewer alignment or other special features (for example, retaining walls) that may be encountered during construction.
12. North arrows shall be shown on each plan sheet. Arrow shall be placed in a consistent location on the drawings.
13. An Alabama-registered Professional Engineer's seal, signature, and date shall be included on each sheet. An Alabama-registered Land Surveyor's seal, signature, and date shall be affixed to each sheet that indicates right-of-way or property boundaries. Allow space in a consistent location for the seal.
14. Temporary Bench Mark elevations shall be based on U.S. Geological Survey (USGS) Datum and properly identified on the appropriate sheets.
15. All topographic features, both existing and proposed, shall be shown. Examples include, but are not limited to, storm sewers, drainage ditches, creeks, utilities, and retaining walls.
16. All property lines, subdivision block and lot numbers, rights-of-way, and required or utilized easements shall be shown. All sanitary sewer easements, both those to be dedicated by record map and those to be dedicated by recorded deed shall be shown.
17. Streets shall be shown and named or numbered.
18. Service lines and connections shall be shown and stationed.

Pump Station Location and Layout

The following provide considerations and requirements related to the pump station and force main location and layout:

- The system layout begins by selecting the tie in point to the existing sewer system, determining the sewer drainage boundary, locating the main sewers, and determining the location of the pumping station(s). Develop preliminary layouts on site topographic maps generally to slope in the same direction as streets and the ground surface.
- Pump station(s) shall be sited to allow the facility to serve the entire sewer drainage area.

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• The proximity of the pump station along with air/vacuum valves along the force main to occupied buildings/houses due and the potential for: – Odor issues – Noise from pumps, generator, and other associated equipment.
• Availability of required electrical service.
• Flood elevation within area. Finished grade elevations of all pumping station appurtenances, including the access road, must be a minimum of 1-ft above the 100-yr flood stage.
• Availability of property and access for maintenance.
• Mains shall not run parallel under concrete curbs or gutters. To allow for maintenance, the minimum distance between the edge of the curb and center line of a parallel force main shall be 4 ft.
• To the extent possible, the main shall be routed outside of any environmentally sensitive areas, such as wetlands. Where not possible the appropriate permits and installation methods shall be utilized to prevent impact to these areas.
• Provide a minimum of 10-ft separation from structures to afford room for maintenance. • Provide a minimum 15-ft separation from the top of stream bank or banks of other water bodies. Mains shall not be installed in the banks or in the flow path of a creek or other water body.
• To the extent possible, the pump station and force main shall be located outside of areas that have been built up with fill or are proposed to be built up with fill in the future. In sites where the pump station or force main will be installed in fill, the services of a Geotechnical Engineer shall be employed by the Designer/Engineer to ensure that the station is supported properly and the force main trench is appropriately compacted and/or the base improved to prevent settlement. Piles, geotextile, flowable fill, or other approaches designed by the Geotechnical Engineer shall be implemented as required to improve the base and support the pump station and force main. In areas where fill is to be placed, Designer/Engineer may be required to provide calculations to verify that the loading will not exceed the rating of the pipe and/or cause excessive deflection.
• Water Lines: The following are requirements detailed in ADEM Administrative Code 335-7-7, Distribution of Drinking Water, that impact the installation of main sewers and/or the placement of water mains: – A minimum horizontal separation of 5 ft shall be maintained between water mains and main sewers. When water and main sewer crossings are necessary, place a continuous steel casing around the main sewer and provide a minimum 5-ft separation between the end of the casing and water line. The exception to this rule is if the water main is already cased or will be cased as part of construction. The top of the sewer main (vertical separation) shall be a minimum of 18 inches below the water main.
• Steel casings with a minimum 0.25" wall thickness shall be installed where deemed necessary by the engineer and/or General Manager (see SD-14). Examples are, but not limited to, road crossings, creek crossings, railroad crossings, parking lots, etc. Casings spacers shall be spaced a maximum of one foot from each side of joints and a maximum of 6 feet between spacers (minimum 4 feet). End seals with stainless steel clamps are required on each end of the casing. A 17-lb sacrificial anode (certified packaged Magnesium H-1 Alloy) Grade 1 Falcon Line Products or approved equal shall be cad welded to the steel casing.

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• Calculations - The Engineer shall prepare calculations for the design of the main sewers, pumps stations and associated force mains along with low-pressure sewer systems. Calculations shall detail the flow and criteria for sizing of the main sewers, pump stations, and force mains. Structural and geotechnical calculations shall also be included for all wet wells, overhead structures, and foundations. Groundwater and soil type/conditions shall be accounted for in the calculations.

C) Environmental Impacts:

1. The area does contain prime farmland according to USDA Natural Resources Conservation Service. The project area that contains prime farmland will be constructed on ROW of US Highway 80 which has already been cleared for utility construction in the ROW.

2. There are areas that contain wetlands that cross creeks. These areas will be constructed by direct boring under these areas. These areas will require a Corps permit.

3. The project is not located in the flood plain of Perry County, Hale County, and Marengo County according to FEMA map. See appendix B for flood maps.

4. The project does not contain federally listed threatened or endangered wildlife or vegetation.

5. The project does affect the water quality of the area. The sewer system greatly improves the water quality by removing raw sewage from streets, yards, and creeks.

D) Land Requirements:
Approximately one half acre of land for two pumping stations.
Permit from ALDOT to place utility on ROW of Road.

E) Potential Construction Problems:

1) The project will require phase construction.
2) The first phase will be the collection system.
3) Bypass pumping will be required.
4) Night time work will be required.
5) Coordination between the contractors, citizens, and the city water department will be crucial for work between the buildings and the main collection line.
6) Phase two will be construction of force main to Demopolis.

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7) Permit with railroads to bore in two places.
8) Permit with ALDOT for ROW access.
9) Coordination with Demopolis Water Board.
10) Schedule Appendix B
11) Alternate Plan Layouts Appendix C

F) Cost Estimates:
Present Estimated Cost (See Appendix C)

G) Advantages/Disadvantages:
Advantages
1) The major advantage of a force main to Demopolis for treatment of Uniontown's domestic and industrial sanitary sewage is that the treatment is undertaken by another entity that currently has the capability of meeting their discharge limits.

2) The current employee status of Uniontown is capable of maintaining the collection system. These employees are not capable of operating a treatment plant that would meet discharge limits.

3) Environmental requirements for the City of Uniontown will dramatically decrease if the treatment is executed in Demopolis.

4) Gained man hours and funds of having Demopolis treat the sewage will improve maintenance capabilities of the collection system.

5) Southeastern Cheese will not have to pre-treat the effluent to the extent that it would for discharging to Freetown Creek.

6) Arrowhead Landfill would be able to discharge to Uniontown pumping station creating revenue for Uniontown and saving Arrowhead the extra cost of trucking 20 miles to Demopolis.

Disadvantages
1) The city will have to pass along any increases in treatment cost from Demopolis to the citizens and businesses of Uniontown. Cost to customers will be the same rates as out of city limits customers in Demopolis.

Alternative #2 Membrane Bioreactor System

A) Alternative #2 includes:
1. Rehabilitate Collection System
2. Reclaiming Existing Spray Field
3. Reclaiming Existing Lagoon

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4. Building a Membrane Bioreactor Waste Water Treatment Plant to receive sanitary waste water from Uniontown, Industrial waste from Southeastern Cheese, and Alabama Catfish. The plant will be constructed at the existing spray field site and discharged to Freetown Creek.

B) Design Criteria

General Membrane Bioreactors (MBR) combine conventional biological treatment processes with membrane filtration to provide an advanced level of organic and suspended solids removal, along with the capabilities of advanced level nutrient removal in wastewater. This process may be used to accomplish carbonaceous and/or nitrogenous oxygen demand reductions. Typical membrane system configurations include hollow fiber, tubular, or flat plate. Any other membrane system configuration should be considered innovative treatment technology and conduct a pilot study.

1) Pretreatment General

a. Pretreatment is critical in MBR plant design to ensure adequate protection of membranes from physical damage. All MBR systems require fine screening and grit removal to prevent membrane damage from abrasive particles common in influent sewage.

b. Removal of fibrous or stringy material is also important. This material can become entangled and wrap around the hollow fibers or stuck within the gaps between membrane flat plates. This can plug the membrane scour aeration systems leading to problems with operation of and potential damage to the system.

c. If the influent oil and grease concentration exceeds 100 mg/L, or if historic problems with fats, oils and grease (FOG) exist within the community, oil and grease removal may also be necessary to prevent membranes from being coated. 89.22 Bar Screens A mechanically cleaned bar screen with a manually cleaned emergency bypass bar screen or self-cleaning screening device should be provided.

2) Grit Removal

a. Permanent grit removal facilities should be provided for combined sewer systems and sewer systems receiving substantial amount of grit.

b. If a plant serving a separate sewer system is designed without grit facilities, consideration shall be given to possible damaging effects on pump, comminutors, other preceding equipment, and the need for additional storage capacity in treatment units where grit is likely to accumulate.

3) Primary Clarification

Primary clarification must be considered for all plants. Proposals that do not include primary clarification should justify why primary clarifiers are not practical due to facility size constraints or limited benefit in comparison to the cost of handling primary solids.

4) Flow Equalization

Influent flow equalization shall be considered for all MBR systems.

5) Fine screens

a. Location Fine screens should be located downstream of primary clarifiers.

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b. Coarse screens followed by fine screens may be used to minimize the complications of fine screening due to high flow restrictions and increased solid waste handling

c. Fine screens should be rotary drum or traveling band screen with either perforated plate or wire mesh

d. Fine screens should have an opening size between 0.25 mm – 2.0 mm for hollow-fiber and tubular membranes, or 2.0 – 3.0 mm screening for flat plate membranes.

c. Number of Units 1. A minimum of two fine screens should be provided, with each unit being capable of independent operation. Capacity should be provided to treat peak design flows with one unit out of service.

d. Electrical fixtures and screening areas where hazardous gases may accumulate should meet the requirements of the National Electric Code for Class I, Division 1, Group D locations.

e. Hosing equipment should be provided to facilitate cleaning.

f. Provisions should be made for isolating or removing units from location for servicing.

6) Tank (Reactor) Design

a. The design sludge retention time (SRT) should be at least 10 days but no more than 25 days. An SRT outside this range may be acceptable if supported by a pilot study.

b. The design hydraulic retention time (HRT) should be between 6 hours and 15 hours.

c. Organic loadings for reactors required to provide biological nutrient removal should be based on one of these models for nutrient removal: • Modified Ludzak-Etinger (MLE); • Bardenpho; • Modified University of Cape Town (MUCT);or • An alternative method approved by the Department

e. The food to microorganism (F/M) ratio for the reactors should not be greater than 0.1 for plants requiring nitrification and 0.3 for plants not requiring nitrification. Greater ratios may be accepted, if justified by a pilot study. f. Bioreactor MLSS concentration should be in the range of 4,000 mg/L to 10,000 mg/L.

g. Membrane tank MLSS concentration should be in the range of 4,000 mg/l to 15,000 mg/l.

7) General Tank Configuration

a. A system designed for enhanced nutrient removal (ENR) should include an isolated tank or baffled zone for anoxic treatment, anaerobic treatment, or both.

b. A facility designed for nitrogen or biological nutrient removal should contain a deoxygenation basin, a larger anoxic basin, or another method for decreasing dissolved oxygen concentration, if the recycled activated sludge is returned to an anoxic or anaerobic basin.

c. An advanced nutrient removal system should be designed with recycle rates sufficient to sustain the designed mixed liquor concentrations in both the aeration and anoxic basins; typically totaling 600% or more of the influent flow.

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d. Facilities without advanced treatment should be designed with recycle rates sufficient to sustain the design mixed liquor concentrations; typically from 300% to 500% of the facility's influent flow.
e. A system with a peak flow rate that is greater than 2.5 times the average daily flow should use equalization storage, or reserve membrane capacity to accommodate the higher peak flow.
f. An inner-tank valve should be provided for refilling tanks when one is taken out of service. The valve should be placed near the inlet side of the tank(s) near floor level. g. Each reactor should include a dewatering system and be provided with inter-reactor overflow to another aeration tank or a storage tank. h. The hydraulic grade line calculations should consider, operating depth changes, operation during stream flooding elevations, future plant expansions, and potential for treatment units or pumps to be out of service. Structures using a common wall should be designed to accommodate the stresses generated when one basin is full and an adjacent basin is empty. Every wall of the MBR should be water tight and resist buoyant uplift when empty
8) Number of Units
a. Consideration should be given to dividing the required aeration tank volume into two or more trains at all plants.
b. For plants designed to receive maximum monthly average flow of 50,000 gpd or more, total aeration tank volume should be divided among two or more trains capable of independent operation.
c. A plant should be able to operate at normal operating parameters and conditions for maximum monthly average flow with one MBR unit or train out of service
9) Inlets and Outlets
a. Inlets and outlets for each aeration tank unit should be suitably equipped with valves, gates, stop plates, weirs, or other devices to permit controlling the flow to any unit and to maintain a reasonably constant liquid level. The hydraulic properties of the system should permit the peak instantaneous flow, including the maximum sludge return flow, to be carried with any single aeration tank unit out of service.
b. Channels and pipes carrying liquids with solids in suspension should be designed to maintain self-cleansing velocities or should be agitated to keep such solids in suspension at all rates of flow within the design limits. Adequate provisions should be made to drain segments of channels which are not being used due to alternate flow patterns
10) Freeboard
a. The tank should have a minimum freeboard of 18 inches at the maximum liquid level.
b. Where a mechanical surface aerator is used, the freeboard should be not less than three feet to protect against windblown spray freezing on walkways.
11) Froth Spray
a. Use of a froth spray system to cut down the foam in the aeration tank should be considered.
b. The froth spray pump(s) should preferably be located in the chlorine contact tank to prevent clogging of nozzles.

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c. The froth spray lines in the aeration tank should point perpendicular to the flow.

12)Mixing and Aeration Equipment

a. Mechanical mixing independent of aeration should be provided for all plants designed to provide biological phosphorus removal or denitrification.

b. Provisions should be included to lift equipment for removal, installation, maintenance, and repair.

c. In the case where a crane may be needed to lift equipment, access for the crane shall be considered. Mixing equipment should be of the number, size, and location to provide adequate mixing at the proposed length, width, and depth throughout the intended mixing phase. This determination should be based on manufacturer supplied test data on tanks of similar geometry. The mixing equipment should be effective to provide a complete mix, with consistent dissolved oxygen throughout the basin. The mixing system should be sized to thoroughly mix the entire basin from a settled condition within 5 minutes without aeration, regardless of tank geometry.

d. Specifications should require verification of the mixing effectiveness at system startup.

e. Mixing equipment should be provided in multiple units, so arranged and in such capacities as to meet the maximum mixing demand with the single largest unit out of service.

f. The mixing equipment should also provide for a mixing pattern that is unobstructed.

g. Floating mixers should be accessible, adequately moored to assure that they operate in the design location without interfering with, or stressing, any other tank or process function, and protected from excessive icing.

h. Unaerated (deoxygenation, pre/post anoxic, and anaerobic) zones should have submersible mixers. Diffused Aeration Systems Except as noted below.

1. The minimum oxygen requirement should be based on 1.5 lbs. of O2 / lb. of influent BOD5 to the reactor at design flow. Oxygen required for ammonia nitrogen removal should be based on 4.6 lbs. of O2/lb. of influent NH3-N to the reactor.

2. Due to higher MLSS interfering with oxygen transfer, a reduced transfer efficiency correction factor should be calculated in accordance with the following: MLSS e – • = 0.082 α Where MLSS is expressed in g/L, not mg/L

3. The design oxygen concentration ranges for aeration system sizing should be: i. no more than 0.5 mg/L O2 in the anoxic zone, ii. between 1.5 mg/L – 3.0 mg/L O2 in the aerobic zone, and iii. between 2.0 mg/L – 8.0 mg/L O2 at the membranes.

4. Air operated pinch valves to control the flow in the reactors should be insulated to prevent freezing or located at places not affected by weather.

5. The blowers and piping required for aeration should be installed separately from the blowers and piping required for scouring of the membranes.

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13)Membrane Design

a. MBR processes should be based on maximum design flow rate criteria at the coldest expected wastewater temperature. Maximum day or peak hour flows at the expected coldest wastewater temperature will dictate the membrane surface area required.

b. Membranes need to be mechanically robust, chemically resistant to high chlorine concentrations used in cleaning, and non-bio-degradable.

c. Membranes should be made from the following materials • Polyethersulfone (PES); • Polyvinylidene fluoride (PVDF); • Polypropylene (PP); • Polyethylene (PE); • Polyvinylpyrrolidone (PVP); or • Chlorinated polyethylene (CPE).

d. The nominal pore size used in a MBR for microfiltration membranes should be at least 0.10 um but not more than 0.4 um.

e. The nominal pore size used in a MBR for ultrafiltration should be at least 0.02 um but not more than 0.10 um.

f. The MBRs should be designed for an average daily net flux rate of not more than 15 gallons per day per square foot of membrane area (gfd). A peak daily net flux rate equal to or less than 1.5 times the average daily net flux rate. An alternative flux rate may be approved by the Department.

g. Hollow fiber transmembrane pressure (TMP) should have an operational pressure range of at least 2.0 pounds per square inch (psi) but not more than 10.0 psi. The maximum pressure should not exceed 12.0 psi.

h. Flat plate TMP should have an operational pressure rate of at least 0.3 psi but not more than 3.0 psi. The maximum pressure should not exceed 4.5 psi. i. Tubular, out of Basin TMP should have an operational pressure range of at least 0.5 psi but not more than 5.0 psi. The maximum pressure should not exceed 10.0 psi. 89.5

14) Membrane Operations

1. A facility should be able to operate at normal operating parameters and conditions for daily average flow with one MBR unit or train out of service.

2. Acceptable methods of providing redundancy are additional treatment trains, additional treatment units, or storage. Redundancy should be demonstrated to the Department in the Design Engineer's report and O & M Manual.

15) Membrane Maintenance

1. A means of completely emptying each reactor of all grit, debris, liquid, and sludge should be provided.

2. All equipment should be accessible for inspection, maintenance, and operation.

3. A sump should be provided in any basin with a flat bottom.

16) Membrane Cleaning

1. Air scouring of at least 0.01 standard cubic feet per minute of air per square foot of membrane area but not more than 0.04 standard cubic feet per minute of air per square foot of membrane area;

2. A mixture of air scouring with mixed liquor jet feed;

3. Back-flushing, as appropriate;

4. Relaxation, which is short periods of air scouring without filtration; or

5. Chemical cleaning:. The chemicals used in treatment and maintenance should not harm the MBR system or interfere with treatment. ii. The chemicals, including

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concentrations and disposal methods, should be identified in the Operations & Maintenance (O & M) Manual.

17) Scum and Surface Solids Removal

a. Facilities or mechanism should be provided for scum and surface solids removal in each basin.

b. Scum and foam should not interfere with treatment or overflow a treatment unit.

c. Surface wasting of excess mixed liquor or skimmers may be used to control scum and foam.

d. Surface wasting may be performed in an aerated basin, a membrane basin, or both.

e. Entrainment by mixing should not be the sole means for the removal. f. The design shall consider winter operation and address freezing concerns.

18) Controls and Operation

a. A minimum of two Programmable Logic Controllers (PLC) or microprocessors, programmed to meet the treatment requirements for the design loadings, should be provided.

b. The design and installation should consider all factors affecting the flow and organic loading for each cycle, such as diurnal, first flush, industrial, etc.

c. A means of reprogramming the process operations should be provided.

d. Both automatic and manual controls should be installed to allow independent operation of each tank.

e. An Uninterruptible Power Supply (UPS) or other similar equipment with electrical surge protection should be provided for each PLC or microprocessor to retain program memory (process control program, last known set points, and measured process/equipment status) through a power loss.

f. A means of recording and displaying all activities of the MBR process, including the sequence and set points, oxygen levels, turbidity and all alarms should be provided.

g. The continuous turbidity monitoring and time should also be recorded and displayed. This information should be available in a visual display as well as a historical record.

h. A scroll-through display that identifies each sequence and set point should be provided.

i. There should be an operator interface provided for operator adjustment of all sequences, set points, and other control logic.

j. All designs should include a "high flow" mode with a program that will recognize flow above the diurnal peak flow.

1. All equipment and controls should be designed to accommodate this high flow mode and to optimize the treatment processes.
2. A description of this control logic should be included in the Design Engineer's Report and O & M Manual.

k. All designs should include programming and operational capabilities for lower than average startup flows and loadings that may be realized during new system startup and/or other prolonged periods where the plant may experience flows and loadings less than the design criteria.

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1. The programming and controls should at least be able to provide for consistent, reliable treatment and operation at 25%, 50%, 75%, and 100% of the design flow and/or loading.
2. A description of this control logic should be included in the Design.

19) Engineer's Report and O & M Manual.

Control panel switches should be installed for all of the following:

1. Pumps: manual/off/auto
2. Valves: open/close/auto
3. Blowers and mixers: manual/off/auto
4. Selector switch for tank(s) in operation/standby m.

20) Control panel visual displays should be installed for all of the following:

1. Mimic diagram of the process that shows the status and position of any pumps, valves, blowers or aerators, mixers, and membranes;
2. Process cycle and time remaining;
3. Instantaneous and totalized flow to the facility and of the final discharge;
4. Tank level gauges or levels;
5. Oxygen Monitoring; and
6. Airflow rate and totalizer. Annunciator panel to indicate alarm conditions should include the following:

1. High and low water levels in each tank;
2. Failure of all automatically operated valves;
3. Membrane failure;
4. Blowers, if used – low pressure, high temperature, and failure;
5. Mechanical aerator, if used – high temperature and failure;
6. Pump – high pressure and failure; and
7. Mixers, if used – failure
8. Oxygen deprivation

21) A tank level system should include floats or pressure transducers.

1. A float system should be protected from prevailing winds and freezing.
2. A bubbler system in a tank level system is prohibited.

22) Disinfection

a. When chlorination is used for disinfection, the chlorine contact tank should be sized to assure a minimum contact period of 15 minutes at maximum flow rate unless flow equalization is provided.

b. All effluent sampling for compliance reporting should be conducted using an automatic sampler controlled by an effluent flow meter, and should include samples pre and post membrane filtration.

c. Log credit may be given for membrane filtration according to challenge testing that is verified through direct or indirect integrity testing to reduce the required chlorine concentration.

d. When other means of disinfection is used, the facilities should be designed to provide required disinfection at maximum flow rate unless a flow equalization tank is provided.

22) Monitoring can be done by indirect or direct methods. The following standards apply to monitoring equipment. a. Indirect Integrity Method:

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1. Sampling and flow measurement equipment should allow monitoring of the operation of each reactor separately.
2. All effluent sampling for compliance reporting should be conducted using an automatic sampler controlled by an effluent flow meter, and should include samples pre- and post-membrane filtration.
3. Continuous filtrate turbidity monitoring from each membrane train or cassette or an equivalent should be provided for operational control and indirect membrane integrity monitoring. The membrane unit effluent should be monitored independently for each membrane in operation. The continuous monitoring consists of tests being performed at least once every 15 minutes.
4. If turbidity is used for indirect integrity monitoring, the control limit should have a reading less than or equal to 0.5 nephelometric turbidity units. Two consecutive filtrate turbidity readings above 0.5 NTU on any membrane unit should trigger an alarm
5. The measurement of turbidity should meet USEPA approved analytical methods. These are as follows: • Hach FilterTrak Method 10133 • Great Lakes Instrument Method 2 (GLI2) • Standard Method 2130B, Turbidity – Nephelometric Method • USEPA Method 180.1, Determination of Turbidity by Nephelometry.
b. Direct Integrity Method:
1. Direct integrity testing should be performed if credit towards chlorine disinfection is given. For pressure-based direct integrity testing, the procedure in the Membrane Filtration Guidance Manual (EPA 815-R-06- 009) is applicable.
2. The direct integrity test should be responsive to an integrity breach on the order of 0.08 um or less. The resolution should be recalculated if the system backpressure is adjusted during direct integrity testing.
3. The direct integrity test should be able to verify a LRV equal to or greater than the removal credit awarded to the membrane filtration process. The maximum removal credit that a membrane can receive is the lowest of the LRV of the challenge test and the LRV of the direct integrity test.
4. A direct integrity test should be conducted on each membrane unit at a frequency of no less than once each day that the unit is in operation.

C) <u>Environmental Impacts:</u>

1. The area does contain prime farmland according to USDA Natural Resources Conservation Service. The project area that contains prime farmland will be constructed on ROW of county Road 65 and Kelly file road which has already been cleared for utility construction in the ROW. The existing spray field property will be used for the mechanical plant. The property is already being used for non-farming uses.

2. These areas do not contain wetlands according to the Corp of Engineers concurrence letter. See Appendix (C)

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3. The project is not located in the flood plain of Perry County according to FEMA map. See appendix B for flood maps.

4. The project does not contain federally listed threatened or endangered wildlife or vegetation according to the Fish & Wildelife Concurrence letter. See Appendix (C)

5. The project does affect the water quality of the area. The sewer system greatly improves the water quality by removing raw sewage from streets, yards, and creeks.

D) Land Requirements:
No land will need to be acquired as the City owns the land and has an easement along the roads.

E) Potential Construction Problems.
1) The project will require phase construction.
2) The first phase will be the collection system.
3) Bypass pumping will be required.
4) Night time work will be required.
5) Coordination between the contractors, citizens, and the city water department will be crucial for work between the buildings and the main collection line.
6) Phase two will be the construction of the MBR.
7) Schedule Appendix B
8) Alternate Plan Layouts Appendix C

F) Cost Estimates:
Present Estimated Cost (See Appendix C)

G) Advantages/Disadvantages:
Advantages
1) The membrane system is a very efficient way of purifying the effluent. The effluent has to pass through a 0.2 micron membrane to get to the creek. This is small enough that most E-coli bacteria will not pass through.

2) The plant is automated and requires very little manipulation from operators. This also prevents most operator errors.

3) The plant does not rely on being able to settle out the effluent to operate.

4) The plant operates at a much higher liquor concentration resulting in less sludge to dispose in a landfill.

5) Requires smaller footprint due to being to operate at higher concentrations.

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6) Water quality is in the reuse category for irrigation.

Disadvantages

1) Higher initial capital outlay.

2) Power consumption estimated higher than the SBR at approximately $121,127.00 per year.

3) Requires a grade three operator at a flow of 1 million gallons per day or greater.

4) Requires greater pre-treatment limits to Southern Cheese and Arrowhead Landfill than would Demopolis.

Alternative #3 - Sequencing Batch Reactor

A) Alternative #3 includes:

1. Rehabilitate Collection System
2. Reclaim Existing Spray Field
3. Reclaim Existing Lagoon
4. Building a Sequencing Batch Reactor Waste Water Treatment Plant to receive sanitary waste water from Uniontown, Industrial waste from Southeastern Cheese, and Alabama Catfish. The plant will be constructed at the existing spray field site and discharged to Freetown Creek.

B) Design Criteria

1) Preliminary/Primary Treatment

Preliminary treatment includes screening, grit removal, and flow monitoring. Primary treatment includes sedimentation and floatation. SBRs generally do not have primary settling tanks; therefore, effective removal or exclusion of grit, debris, plastics, excessive oil or grease, and scum, as well as screening of solids should be accomplished prior to the activated-sludge process.

2) Screening Influent

Wastewater Bar screens or mechanical screens should be used instead of grinders or shredders. Screening influent wastewater is a positive means of removing rags, sticks, and other debris before they can enter the treatment process. Grinders and shredders pass this material into the SBR where it can become woven together, making it difficult to remove. Removing debris from the wastewater stream before it reaches the basins is beneficial to both the treatment process and the settling phase—excess debris is not present to interfere with the solids that need to settle, resulting in a high-quality sludge blanket. Screens also provide protection for the pumps.

3) Influent-Flow Equalization

Flow equalization is critical where significant variations in flow rates and organic mass loadings are expected. Flow equalization is also important if a plant is

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expected to receive a significant amount of septage or is taking in a significant amount of industrial wastes. Flow equalization is strongly recommended when a plant needs to achieve nitrification and denitrification. It is important to note, however, that the size of the influent equalization basin must be carefully considered because an oversized basin can cause negative downstream-treatment-process impacts. A plant utilizing an influent equalization basin will be able to have a true batch reaction. Influent-flow equalization benefits the SBR process in the following ways: • Allows for a smaller SBR-basin size because it allows for storage until the process cycle is complete. • Allows for one basin to be taken off line for maintenance or for seasonal variations. Routine maintenance is necessary for all tanks. For plants that have seasonal variations, taking one basin off line is cost-effective due to a reduced need for electricity, staff hours, and tank maintenance. • Allows for scum and grease removal at a single point before it enters the SBR tank. Entrainment by mixing should not be the sole means of scum control. A mechanism or process for removing scum, grease, and floatables should be provided in the equalization tank. • Allows plants that must denitrify to ensure that an adequate amount of carbon is available in the denitrification fill phase. • Allows for an equal flow volume into the basin, keeping the food to microorganism ratio (F/M) fairly stable. As stated previously, each SBR design is unique and in some situations influent-flow equalization basins may not be required to obtain optimum treatment. Examples of where influent-flow equalization is not needed include (but are not limited to) plants designed with three or more SBR basins and plants that do not need to nitrify and denitrify. If a plant is operating with a two-basin system without influent-flow equalization, then it should have an adequate supply of essential spare parts onsite. This will allow broken components to be returned quickly to service without the need to wait for back-ordered parts. The influent-equalization basin should have a form of agitation or mixing to keep the solids in suspension. A mechanical-mixing unit can be used for this purpose. Maintenance on this basin should be minimal as the solids are in suspension due to the agitation; however, a means to bypass the equalization basin and to dewater the basin should be provided. Pumps that direct influent to the SBRs should be in duplicate. Influent-flow equalization should be designed to hold peak flows long enough to allow the active treatment cycle to be completed.

4) Piping for Alkalinity

Addition Ideally, facilities should provide piping for adding alkalinity at both the influent equalization basin and the SBR basin. It is also desirable to be able to measure alkalinity at each location. Alkalinity addition should be based on the amount measured during the decant phase, not on incoming flow. Alkalinity should be kept in a range of 40-70 mg/L as $CaCO_3$ prior to the decant phase to be sure the nitrification cycle is complete. Consider implementing a method of alkalinity addition even if a facility is not designed to nitrify. Sequencing Batch Reactor Design and Operational Considerations 8 Alkalinity Alkalinity is a measure of how much acid must be added to a liquid without causing a great change in pH. Expressed another way, alkalinity is the capacity of water or wastewater to neutralize acids. This capacity is dependent on the content of carbonate, bicarbonate, and hydroxide in wastewater. Alkalinity is expressed in

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mg/L of equivalent calcium carbonate (mg/L CaCO3). Alkalinity is not the same as pH because water does not have to be strongly basic (high pH) to have high alkalinity. With the use of influent-flow equalization and bar or mechanical screens, the wastewater stream entering the SBR is free of grease, scum, rags, sticks, floatables, and other debris, making it easier to treat. When nitrification occurs at SBR facilities, it often occurs during periods of diurnal low flow (e.g., very late evening or very early morning) when a plant is not staffed. If no testing or chemical addition is available to compensate for an alkalinity drop, pH in the SBR unit will drop and cause process upsets.

5) Options for Adding Alkalinity

Sodium Bicarbonate, a.k.a. Baking Soda (NaHCO3) - Sodium bicarbonate is most often recommended for alkalinity addition because it is not a strong base and it has a pH of 8.3. It is beneficial to alkalinity addition by providing the bicarbonate species at a pH near neutrality. Sodium Carbonate, a.k.a. Soda Ash (Na2CO3) - Soda ash is safer to handle than other alkalis and tends to maintain stable prices over time, hence more and more treatment plants are choosing soda ash for their alkalinity needs. While soda ash is less expensive than sodium bicarbonate, it is generally less effective than sodium bicarbonate and sodium hydroxide. Soda ash is a moderately fastacting agent, but it generates carbon dioxide, which can lead to foaming problems. Calcium Oxide, a.k.a. Lime (Ca(OH)2) – Lime is available in various forms and is relatively inexpensive. Lime compounds dissolve slowly and require longer contact times than the other chemical options. The use of lime causes more sludge production due to calcium sulfate precipitation. This results in maintenance problems within the basin, especially with pH, DO, and ORP probes.

6) Basin Design

Ideally, plant designs should have a minimum of two SBR basins and one flow equalization basin; however, every design is unique and one configuration does not fit all situations. All SBR designs should have a minimum of two basins to allow for redundancy, maintenance, high flows, and seasonal variations. Two basins allow for redundancy throughout the plant. If one basin is off line, the plant is still able to treat influent wastewater because of the equalization basin. If the basin microbiology becomes depleted in one basin, the biomass from the remaining basin can be used to restock the basin with depleted biomass. For this to happen, a means of transferring sludge between the two basins must be provided. During storm events and high-flow periods, instead of bypassing the basins or blending the stormwater, an additional basin can act as storage, or certain cycles can be shortened. In particular, the react cycle can be shortened under wet-weather conditions because of the diluted flow and the reduced time needed to treat the BOD. With higher flows, the fill phase and the idle cycle can also be shortened. A two-basin design also allows the plant to take one basin off line for draining and cleaning while the pre-flow basin and the one online basin remain fully operational. For plants that have seasonal flow variations, a design that includes two treatment basins and an influent-flow-equalization basin allows one basin to be taken off line during the off season. This is important for seasonal plants, as it can save money by cutting electricity costs and reducing staff hours (fewer hours

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are spent on overall basin maintenance). The basin that remains on line is able to reseed the biomass in the off-line basin when the influent flow pattern peaks.

7) Flow-Paced Batch Operation

Flow-paced batch operation is generally preferable to time-paced batch or continuous inflow systems. Under a flow-paced batch system, a plant receives the same volumetric loading and approximately the same organic loading during every cycle. The SBR basin already has stabilized supernatant in it, which dilutes the batch of incoming influent. Under a time-paced mode, each basin receives different volumetric and organic loading during every cycle, and the plant is not utilizing the full potential of this treatment method—the ability to handle variable waste streams. After each loading, the plant faces a whole new set of treatment conditions, making the operator's job more difficult. Time-paced operation (if you are not adjusting the cycle time) can lead to under-treated effluent. A plant that receives heavy morning loadings, with a flow pattern that drops off after the first cycle, must deal with two different biologies in the basin unless adjustments are made to the cycle time. For example, one basin could be receiving an early morning load, which has a high organic and volumetric loading. The second basin could be receiving the afternoon loading, which has a lower organic and volumetric loading. Unless the time cycle is adjusted, it becomes difficult to operate under these conditions because the operator is essentially running two separate plants. Another problem with time-paced operation is that if the plant is required to denitrify, it may not bring in an adequate carbon source needed for the bacteria to strip oxygen from the nitrate. This scenario would be especially problematic during periods of low flow. For an SBR to be effective, the plant must have proper monitoring, allow operators to adjust the cycle time, and have knowledgeable operators who are properly trained to make the necessary adjustments to the cycle. Sequencing Batch Reactor Design and Operational Considerations 10 Lessons from the Field An operator with a full understanding of the SBR process and operations can overcome design limitations. For example, an operator at a plant operating under time-paced configuration was able to overcome operational restrictions by reprogramming the programmable logic controller (PLC) so that the decant phase would not be initiated until the high-water level (HWL) was reached. If the basin did not reach the HWL during the cycle it would not decant and would take in the next load until the HWL was reached. It would then complete the cycle and decant. This is not a recommended mode of operation, but it demonstrates how skilled operators with thorough knowledge of how their plant operates can make adjustments to benefit the process. Operators need the flexibility to fully control and operate their plant, since they are the ones who are responsible for it.

8) Blower Design

Several smaller blowers are preferable to one large unit. It is not uncommon for SBR designs to incorporate a single blower per basin to provide aeration. However, operational efficiency can be enhanced when plants utilize several smaller blowers, instead of one large blower. When a single blower per basin is used, it should be sized to provide maximum aeration under worst-case conditions. These conditions typically occur in the summer months, when higher temperatures

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decrease the amount of oxygen that can be dissolved in wastewater. For facilities that utilize a single blower per basin, a variable frequency drive should be considered. In a plant configured with only one blower per basin, it is difficult to scale back on the aeration provided. With multiple smaller blowers, units can be taken off line when maximum aeration is not required. This results in electrical cost savings. Fine-bubble membrane diffusers are preferable to coarse-air bubble aeration. Fine-bubble diffusers transfer more oxygen to the water due to increased surface area in contact with water. The same amount of air introduced in a big bubble has less surface area in contact with water than an equal amount of air divided into smaller bubbles. The amount of surface area in contact with water is proportional to the amount of oxygen transferred into water. Depth of aerators also plays a part in oxygen transfer, due to contact time. The deeper the aerator, the longer it takes for the bubble to come to the surface. Aerator depth is deepest when a tank is filled to the high-water level. If a plant is utilizing time-paced batch reactions, aerator depth is not optimal and oxygen contact time is not maximized. Blowers in multiple units should be sized to meet the maximum total air demand with the single largest blower out of service.

9) Decanting

During the decant phase, operating under a flow-paced batch operation, no more than one third of the volume contained in the basin (i.e., the tank contents) should be decanted each time in order to prevent disturbance of the sludge blanket. The decant phase should not interfere with the settled sludge, and decanters should avoid vortexing and taking in floatables. The problem with decanting more than one-third is that it increases the chance that solids will be decanted into the effluent, thereby impairing the effluent quality. For the plant to run optimally, it is important that the decant volume is the same as the volume added during the fill phase. The length of the decant weir can have an impact that is very similar to that of the over-flow weir found in a clarifier. The flux (upward forces) caused by the discharge of the decant creates an upward force that may pull poorly settled solids up and out the discharge.

10) Bottom Slope

All basins should have a sloped bottom with a drain and sump for routine tank maintenance and ease of cleaning. Slope rectangular basins slightly to one corner to allow for hosing down the unit. Circular basins should be sloped toward the middle for maintenance. All SBR designs should include a means for completely emptying each SBR unit of all grit, debris, liquid, and sludge.

11) Post-Basin Effluent Equalization

Post-basin effluent equalization smoothes out flow variations prior to downstream processes, such as disinfection. By providing storage and a constant smooth flow, the disinfection process will be more effective. If post-flow equalization is not utilized, the effluent might not receive the designed amount of treatment. Post-basin effluent equalization also allows downstream processes to be sized smaller, since the flow from the basin is metered out and does not hydraulically surge the downstream processes. Effluent equalization also ensures that there are not large variations in operating ranges for the metering pumps and the chlorine analyzers. Ideally, the basin should be of sufficient size to hold a minimum of two decantable

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volumes. There should be a means of returning the liquid from the post-flow equalization basin to the headworks if a poor decant occurs. These basins should also have a means of removing solids from the bottom of the unit, such as a sloped bottom with a drain or sump.

12) Parameters to Be Monitored by the SCADA

System Oxidation reduction potential (ORP), dissolved oxygen (DO), pH, and alkalinity are parameters that should be monitored by the Supervisory Control and Data Acquisition (SCADA) system. Manufacturers determine what parameters can be monitored and controlled by the SCADA system. Monitoring of certain parameters is important, and the ability to adjust these parameters from a remote location is ideal. The operator needs to be able to add chemicals to raise the alkalinity and subsequently the pH. The set point should be an alkalinity value rather than pHbased. The operator should have the ability to fully control (i.e., modify) the plant-operating parameters, such as (but not limited to) cycle times, volumes, and set points. Alkalinity monitoring and addition ensures that a pH of less than 7.0 does not occur. Nitrification consumes alkalinity, and with a drop in alkalinity, pH also drops. If a plant has adequate alkalinity, pH does not change, so it does not need to be raised. Chemicals that raise alkalinity, such as sodium bicarbonate and soda ash, are recommended over sodium hydroxide. Sodium hydroxide does not raise alkalinity; it does raise PH. For plants that nitrify and denitrify, ORP monitoring is desirable. ORP is the measure of the oxidizing or reducing capacity of a liquid. DO varies with depth and location within the basin. ORP can be used to determine if a chemical reaction is complete and to monitor or control a process. Operators need the ability to make changes that will modify these readings to achieve appropriate nutrient removal. ORP readings have a range and are site specific for each facility. General ranges are: carbonaceous BOD (+50 to +250), nitrification (+100 to +300), and denitrification (+50 to -50). On-line dissolved oxygen meters are very useful in SBR operation. They allow operators to adjust blower times to address the variable organic loads that enter the plant. Lack of organic strength reduces the react time during which aeration is needed to stabilize the wastewater. DO probes can be used to control the aeration-blower run time during the cycle, which in turn reduces the energy cost of aeration.

Sequencing Batch Reactor

13) Design and Operational Considerations

SCADA is a computer-monitored alarm, response, control, and data acquisition system used by operators to monitor and adjust treatment processes and facilities. The management of both pH and alkalinity are critical to the effective operation of an SBR. Sufficient alkalinity must be present to allow complete nitrification and result in a residual of at least 50 mg/L in the decanted effluent. The pH must be maintained in a manner to prevent it from falling below 7.0 in the reactor basin. Based on the characteristics of the wastewater, designers should carefully consider the need for both alkalinity and pH management. It is desirable to locate DO, pH, and/or ORP probes in a place that can be reached easily by operators. These probes often clog or foul and need cleaning and calibration. If they are not easily accessible, proper maintenance may not occur. The plant operator should have the knowledge and the ability to program the SCADA system to increase or decrease

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blower speed. Allowing the operator to adjust the blower speed, through the SCADA system, gives the operator much more control over the DO in the SBR. 3.2 Cold-Climate Adjustments In general, sewage temperatures are above freezing, but the batch mode of operation exposes the SBR basin to cold winter temperatures. The long, cold ambient air temperature in winter cools the content of a basin below the optimal temperature of 20-25 °C, which is the ideal temperature for advanced treatment to occur. SBRs in the northeastern United States should respond appropriately against extreme cold temperatures. Where practical, basins for small or very small systems or facilities should be housed in a garage-type structure to ensure that there is no freezing. Larger basins can also be covered to minimize heat loss; however, when covering basins, ensure that adequate access for maintenance is provided. Consider maximum use of earthen-bank insulation. Exposed piping should be wrapped in heat tape and insulated to protect from freezing. Consider implementing provisions to minimize the freezing of discharge pipes, decanter valves, and chemical lines. Provisions should be considered to minimize ice buildup on decanters. Controllers should be placed in dry areas that are not exposed to extreme temperatures.

14) Proper Sampling Points

As with all wastewater treatment plants, SBR samples are collected and analyzed for both process control and compliance reporting. Sampling locations must be carefully Sequencing Batch Reactor Design and Operational Considerations 14 The smaller the design of a plant, in terms of flow, the more problematic temperature becomes. The smaller the design flow, the greater the likelihood that between 11:00 PM and 6:00 AM there will be little or no flow. This contributes to a loss of heat from the SBR basins to the surrounding atmosphere. Plants that have flow throughout this time frame lose less heat, because the incoming flow sustains higher temperatures. Oxidation Reduction Potential – ORP measures the electrical potential required to transfer electrons from one compound or element to another compound or element. ORP is measured in millivolts, with negative values indicating a tendency to reduce compounds or elements and positive values indicating a tendency to oxidize compounds or elements. SBRs that utilize influent-equalization basins have more representative flow paced composite samples because the discharge is consistent in volume. In other words, flow equalization and true batch reactions allow for easier composite sampling because the same volume is entering and exiting the basin during each cycle. Twenty-four-hour effluent composite samples should be flow-paced and include samples collected at the beginning and end of each decant event.

15) Parameters to Monitor

Numerous parameters can be monitored for process control. Testing and monitoring of process control parameters requires planning and organization so that variances from the targeted performance goals are easily recognized. Solids Retention Time – SRT Solids retention time is the ratio of the mass of solids in the aeration basin divided by the solids exiting the activated sludge system per day. Exiting solids are equal to the mass of solids wasted from the system plus the mass of solids in the plant effluent. Ensuring an adequate SRT is very critical to the SBR biological nutrient-removal design process. The design SRT for nitrifying

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systems should be based on the aeration time during the cycle, not the entire cycle time. 3.5 Sludge Wasting Sludge wasting should occur during the idle cycle to provide the highest concentration of mixed liquor suspended solids (MLSS). The plant should be operated on pounds of MLSS and not concentration. Sludge from the SBR basins can be wasted to a digester and/or holding tank for future processing and disposal. The digester-tank and sludge-holding-tank capacity should be sized appropriately, based on the sludge treatment and disposal method. Supernatant from the sludge digester and/or holding tank should be returned to the headworks or influent equalization basin so that it will receive full treatment. The facility should be designed so that the supernatant volume and load do not adversely affect the treatment process. A high-level alarm and interlock should be provided to prevent sludge-waste pumps from operating during high-level conditions in the digester and/or holding tanks. Controls should be provided to prevent overflow of sludge from digester tanks and/or holding tanks.

C) Environmental Impacts:

1. The area does contain prime farmland according to USDA Natural Resources Conservation Service. The project area that contains prime farmland will be constructed on ROW of county Road 65 and Kelly file road which has already been cleared for utility construction in the ROW. The existing spray field property will be used for the mechanical plant. The property is already being used for non-farming uses.

2. These areas do not contain wetlands according to the Corp of Engineers concurrence letter. See Appendix (C)

3. The project is not located in the flood plain of Perry County according to FEMA map. See appendix B for flood maps.

4. The project does not contain federally listed threatened or endangered wildlife or vegetation according to the Fish & Wildelife Concurrence letter. See Appendix (C)

5. The project does affect the water quality of the area. The sewer system greatly improves the water quality by removing raw sewage from streets, yards, and creeks.

D) Land Requirements:
No land will need to be acquired as the City owns the land and has an easement along the roads.

E) Potential Construction Problems.
1) The project will require phase construction.
2) The first phase will be the collection system.
3) Bypass pumping will be required.

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4) Night time work will be required.
5) Coordination between the contractors, citizens, and the city water department will be crucial for work between the buildings and the main collection line.
6) Phase two will be the construction of the SBR.
7) Schedule Appendix B
8) Alternate Plan Layouts Appendix C

F) Cost Estimates:
Present Estimated Cost (See Appendix C)

G) Advantages/Disadvantages:
Advantages
1) Less capital outlay than MBR.

2) Requires less electricity to operate according to estimates of $109,212.00 per year.

Disadvantages
1) More complicated to operate requiring more attention and better skilled operators.

2) Dependent on settling capabilities of the sequencing process.

3) Operates at a lower concentration of liquor creating more sludge to dispose in landfills.

4) Requires a grade three operator for a flow of 1 million gallons per day or greater.

5) Requires a tertiary filter and disinfection for final treatment.

6) Requires greater pretreatment for Southern Cheese and Arrowhead than would the MBR and Demopolis.

VI SELECTION OF AN ALTERNATIVE

Alternative #1 will be the best choice for Uniontown due to its simplicity, reliability, and efficiency. The sanitary sewer force main to Demopolis will also allow growth along the US 80 corridor. Development in this area will also benefit Uniontown financially. Southeastern Cheese pre-treatment to Demopolis will be less intensive and will have a better chance for them to survive the financial cost of pre-treatment. Arrowhead would not have to pretreat at all going to Demopolis. The transportation of sewage via force main will be the least intrusive to the environment, and the community.

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Currently there are 819 sewer customers in Uniontown. The sewer customers are divided into 787 residential customers and 32 commercial customers. Adding Southeastern Cheese will be the 33rd commercial customer with a significant monthly contribution.

The present cost worth analysis reflects this option being the least expensive over the forty year life expectancy. The initial capital outlay is more than the other options. However, for the City of Uniontown the added benefits of not having the responsibility of treating the waste water at today's standards and also having to worry with meeting future standards is immeasurable compared against the struggles of the last ten years.

VII PROPOSED PROJECT (ALTERNATIVE #1)

A) Project Design:
The project will entail connecting Southeastern Cheese to the collection system. The spray field and the lagoons will be decommissioned and reclaimed. The force main to Demopolis will require installing a screening system of the influent prior to the new pumping station. This pumping station will be located at Uniontown's existing WWTP. The Uniontown pumping station will pump the effluent 5.24 miles along US 80 to Faunsdale. A second pumping station will be located at the intersection of US 80 and Alabama Highway 25. The Faunsdale pumping station will pump effluent 7.57 miles along US 80 to the Gallion Community area. A third pumping station will be located at the intersection of US 80 and Alabama highway 69. The Gallion pumping station will pump the effluent 7.25 miles to Demopolis Suttles Pumping Station. This route will consist of 5.73 miles along US 80 to Old Springhill Road. The route will continue South on Old Springhill road for 1.01 miles to Alabama Highway 13. The route will then continue south along Alabama Highway 13 for 0.21miles. The route will then head southwest along an existing Demopolis sanitary sewer easement from the Suttles pumping station.

B) Cost Estimate: Alternative #1 the USDA Rural Development Grant / Loan request is $ 32,258224.68 (See attached spreadsheets).

C) Present Worth Cost Analysis and Annual Operation Budget: See Appendix C.

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VII CONCLUSIONS AND RECOMMENDATIONS

Uniontown has been under a Consent Order from the Alabama Department of Environmental Management ("ADEM") addressing compliance issues with discharges from the lagoon, and spray field since 2005. Uniontown has struggled to address these problems. The majority of the 22 miles of collection system is in severe disrepair. The inability to fund a complete rehabilitation of the collection and treatment system will assure a continued discharge of unpermitted sanitary sewage into the water of the state.

Perry County Circuit Court has ordered Uniontown to cease discharging unpermitted waste water into Cottonwood Creek and Freetown Creek. This order has temporarily been stayed in order to find funding to fix the failed system.

This application to USDA is the only way that the City of Uniontown has to financially correct their sewer system problems and meet the conditions the court order. Failure to obtain funds could cause the City of Uniontown to dissolve.

This project to rehabilitate the collection system, and pump their domestic and industrial sanitary sewage waste to Demopolis is the best option to meet the circuit court order. This project will also allow the City of Uniontown and the corridor between Uniontown and Demopolis to grow and prosper.

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APPENDIXES

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APPENDIX A

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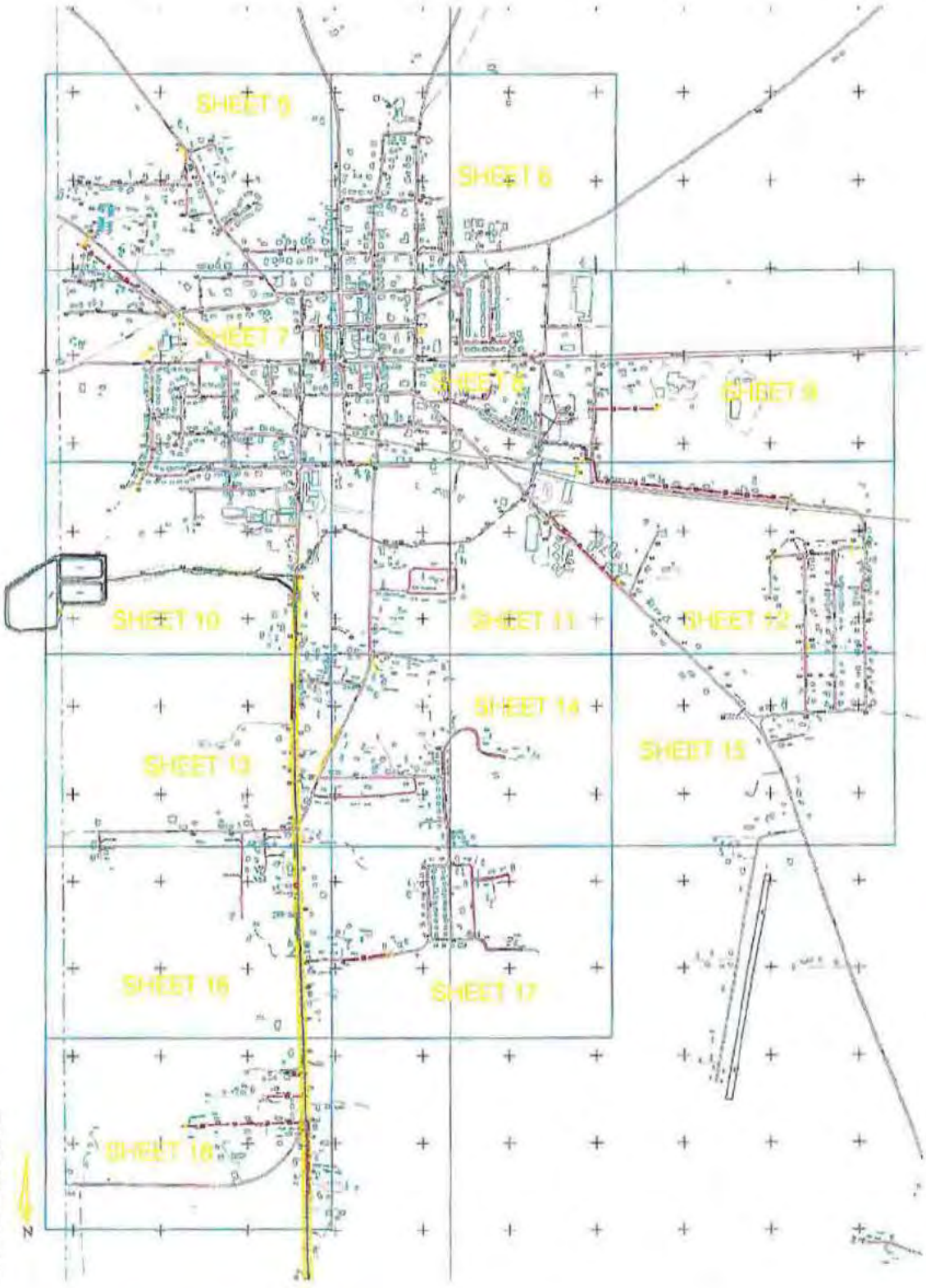

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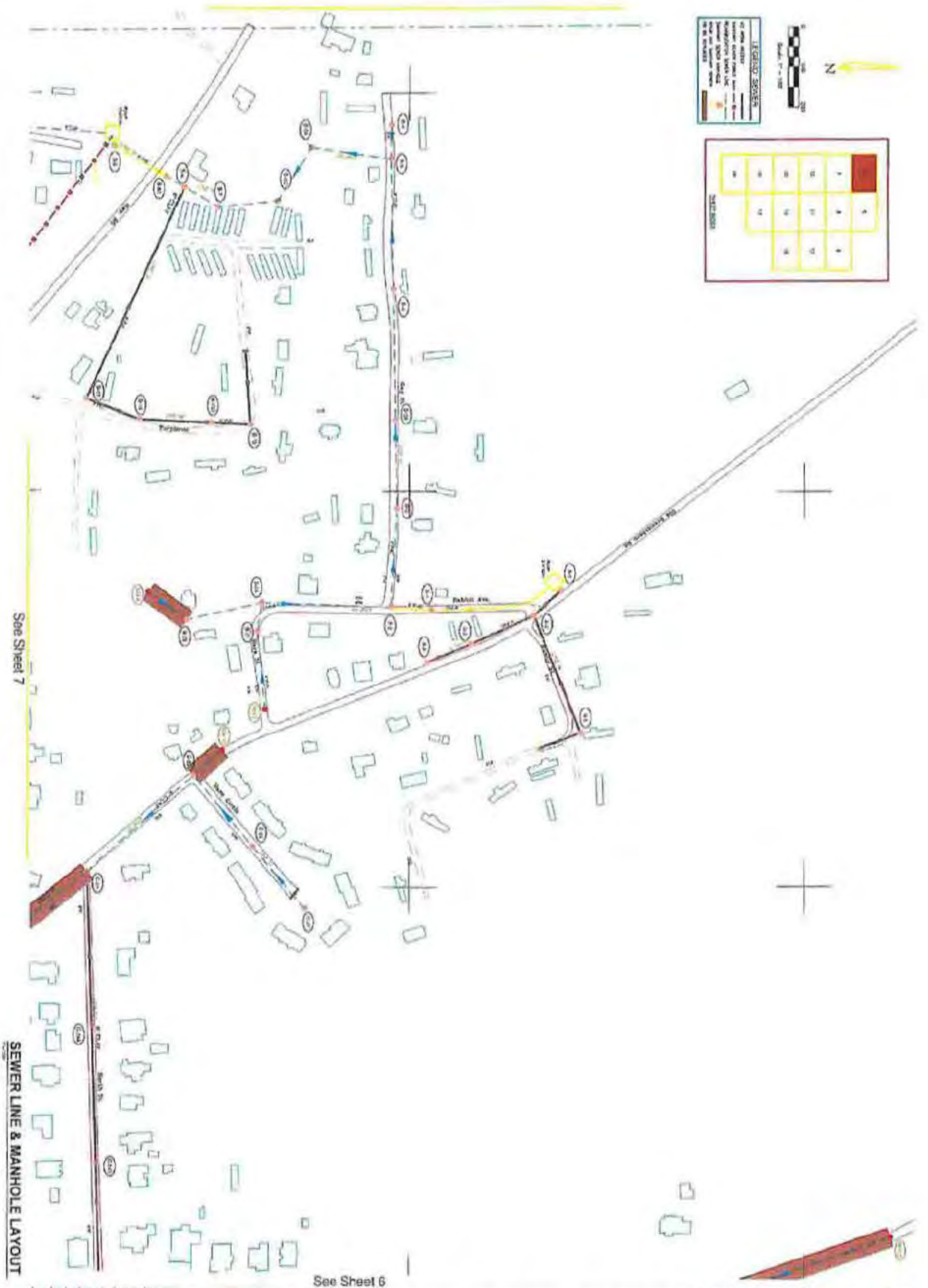

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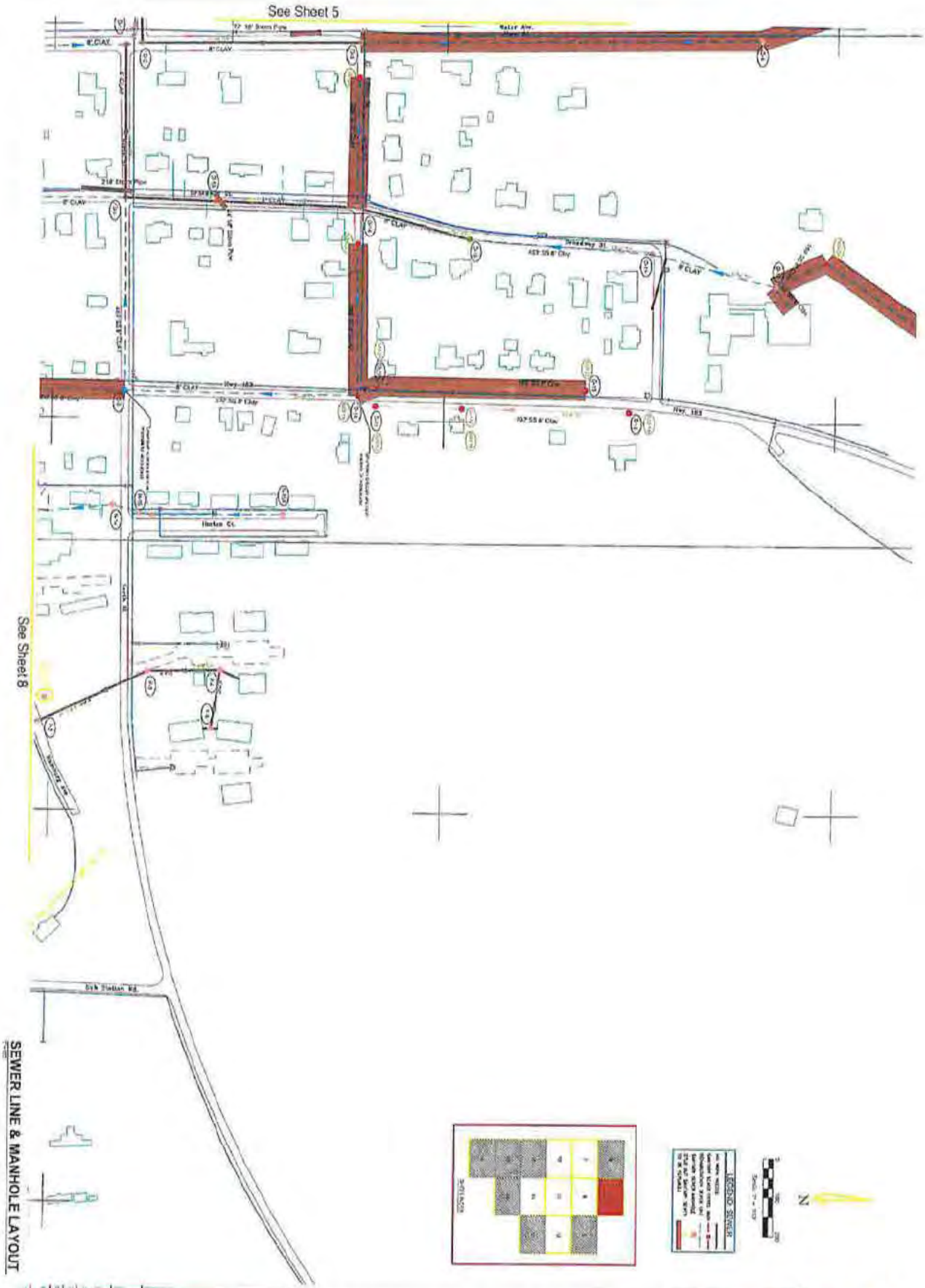

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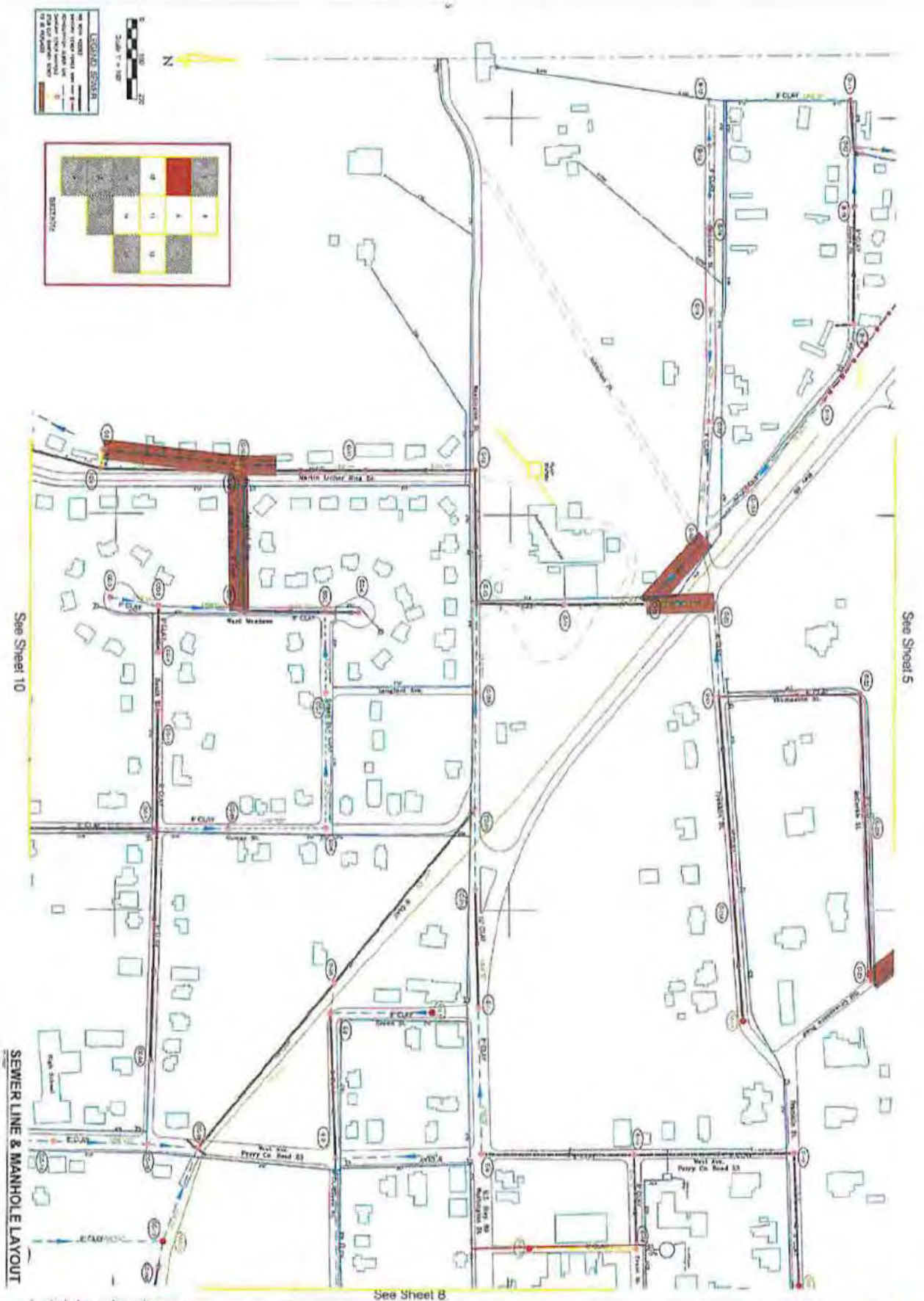
From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: UNIONTOWN Revised PER
Date: Monday, September 10, 2018 8:33:07 AM
Attachments: Revised PER9-10-18 Section 2.pdf

Here is the section #2 of the PER.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)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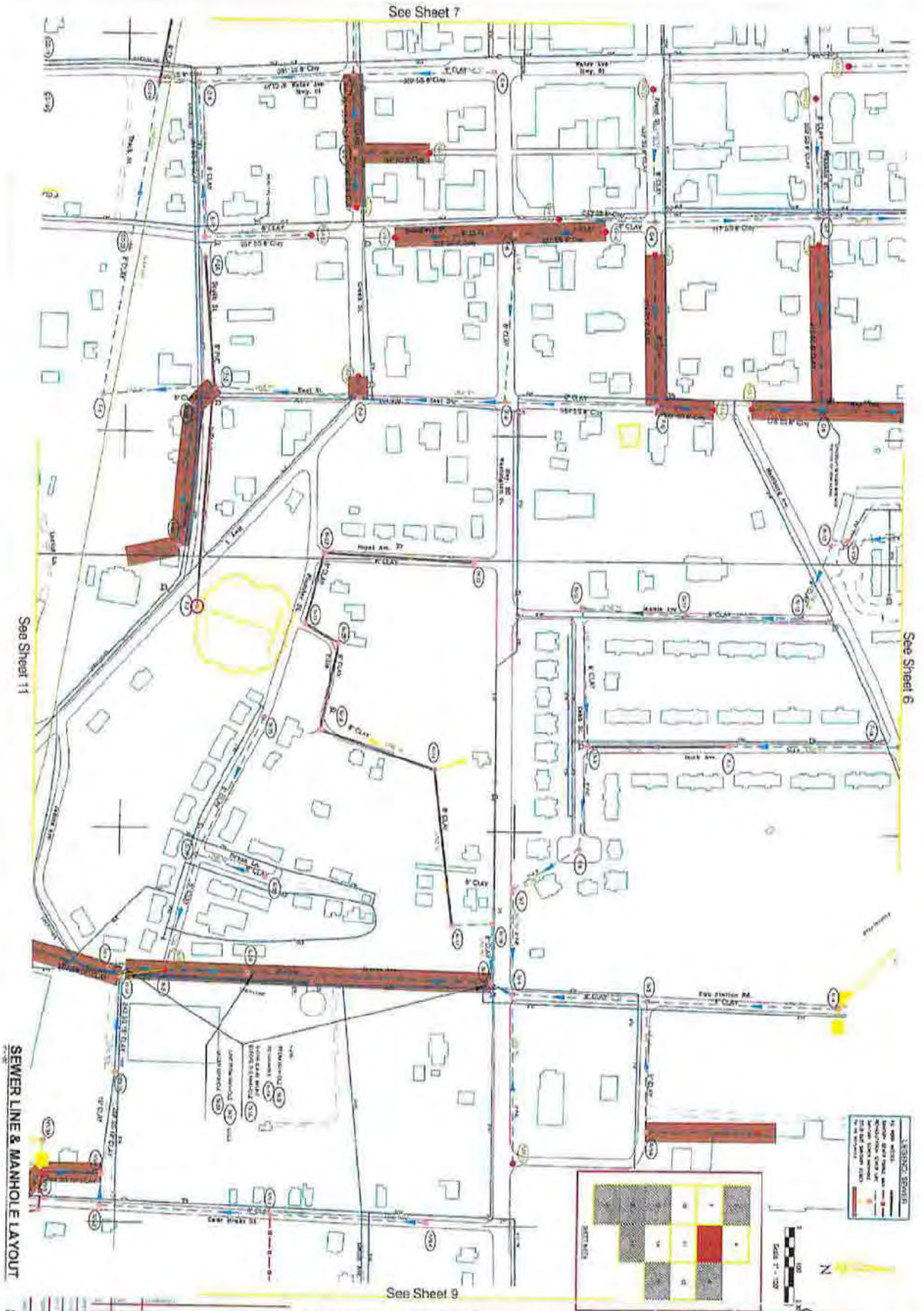

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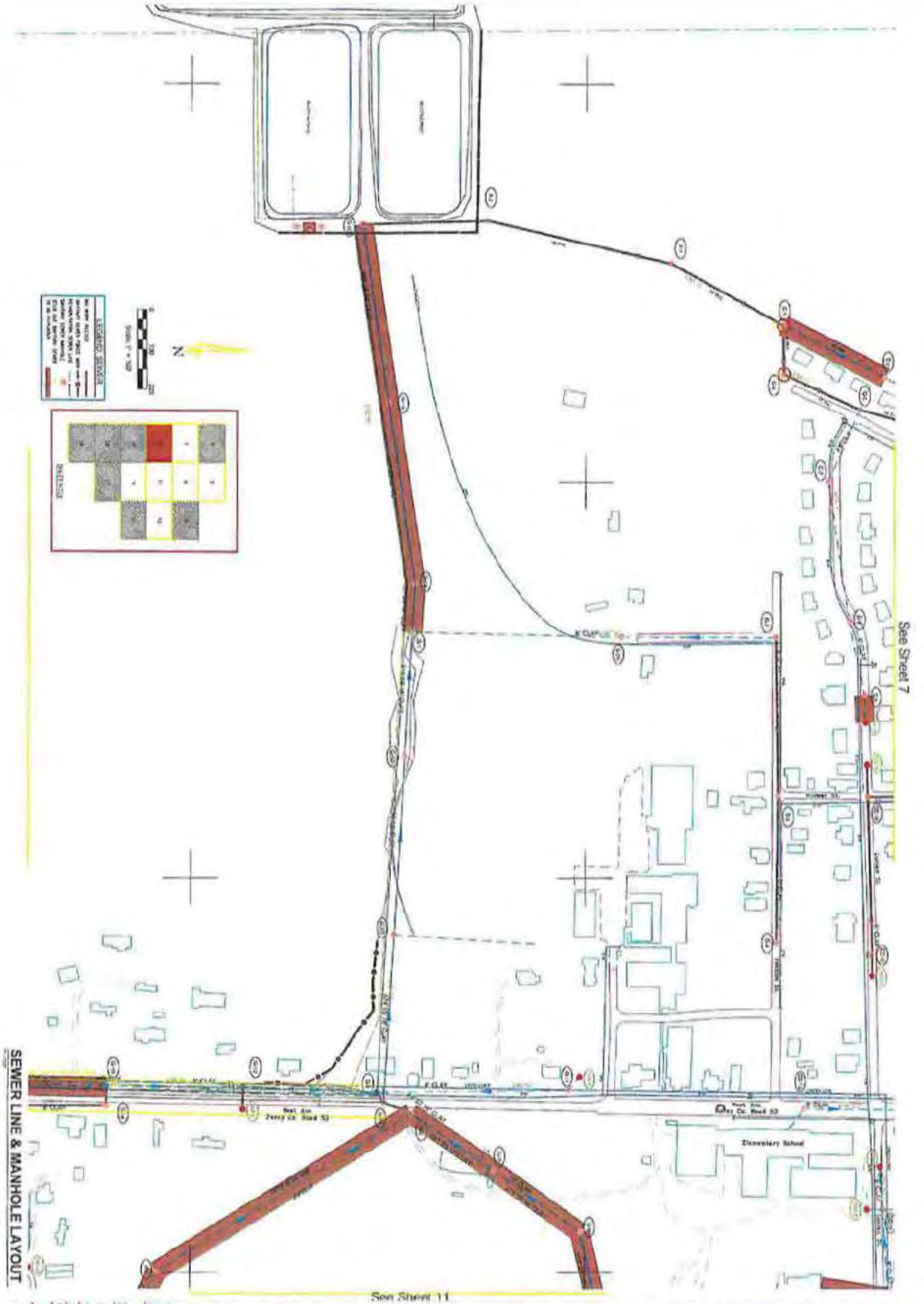

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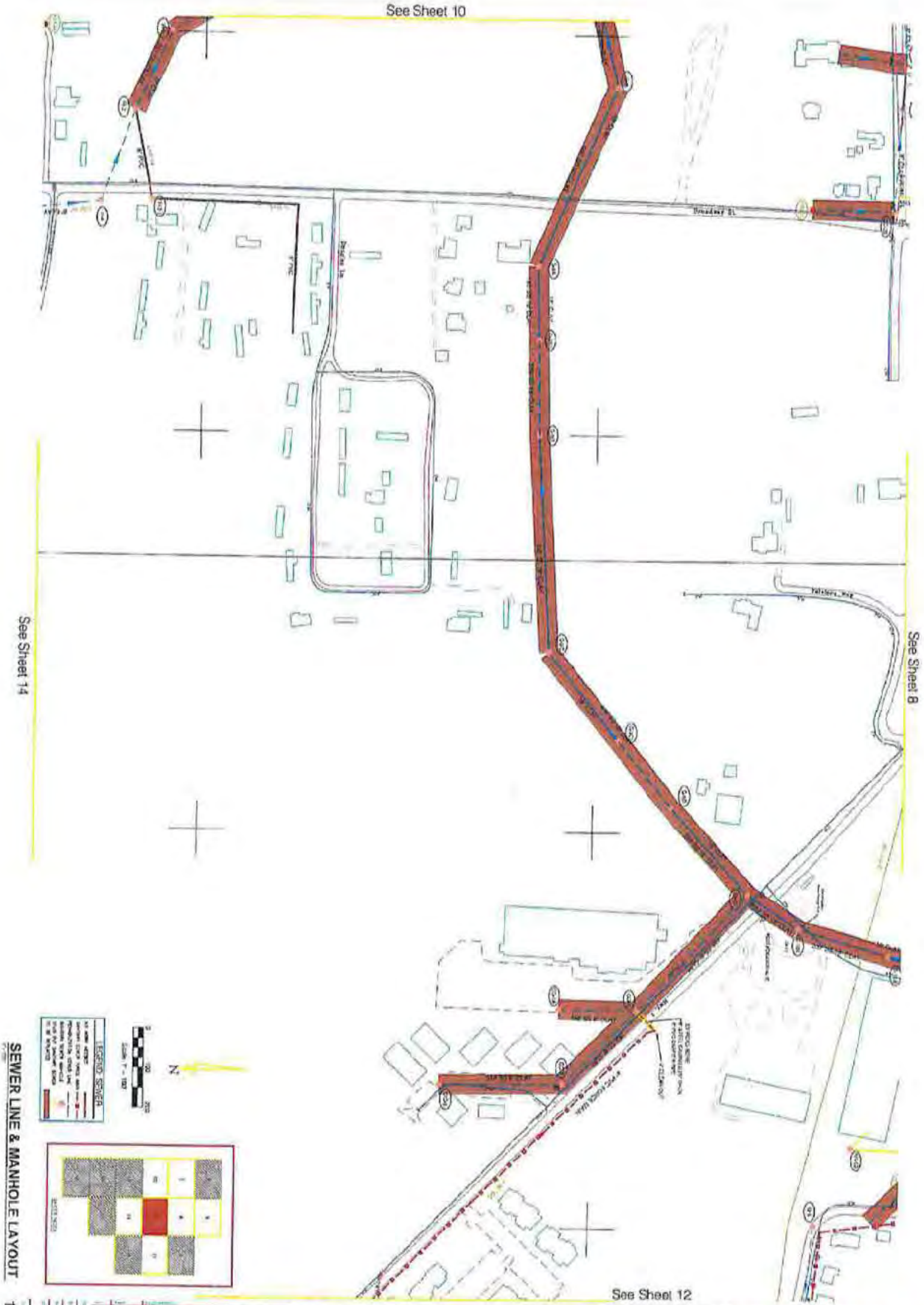

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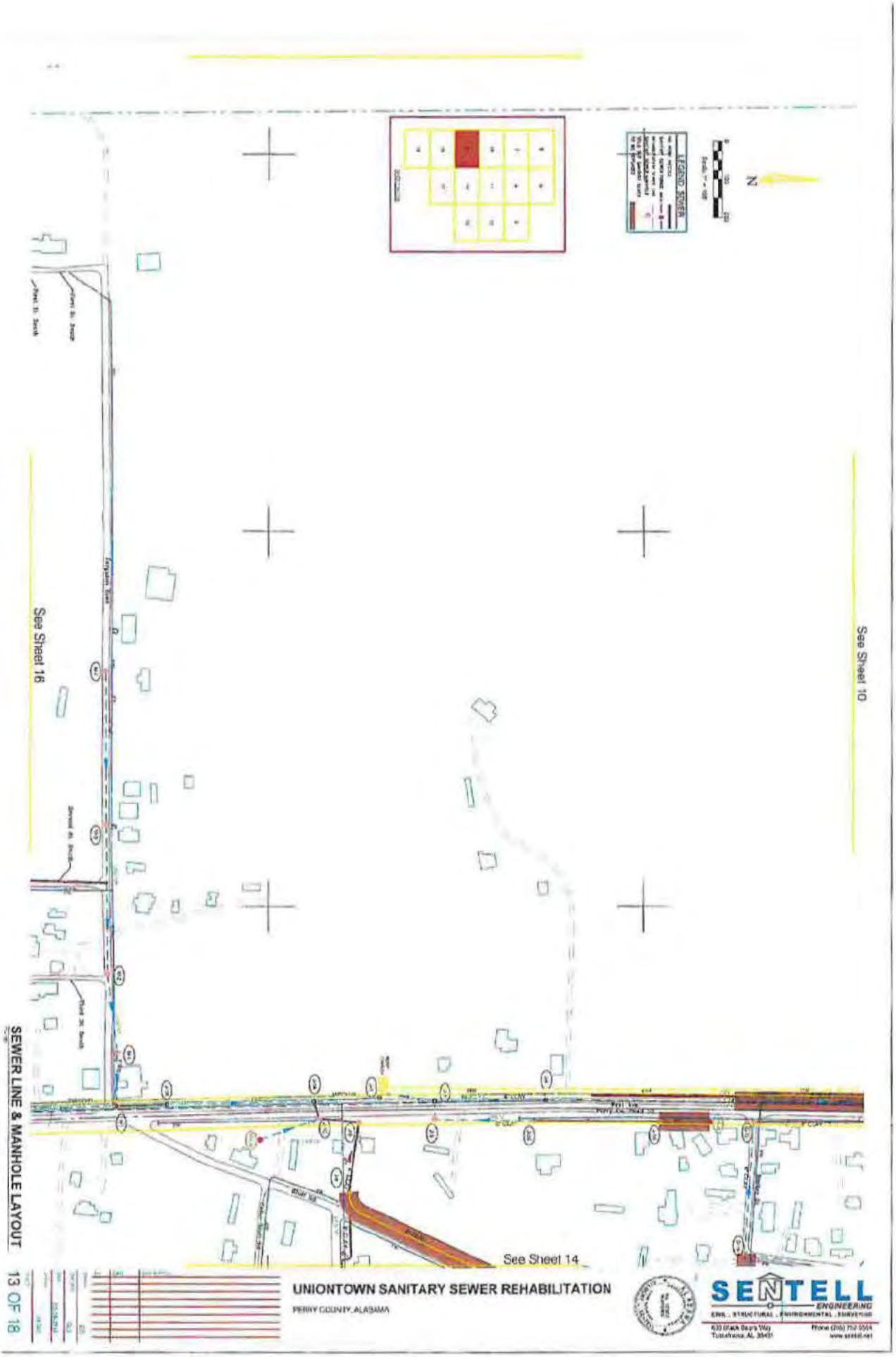

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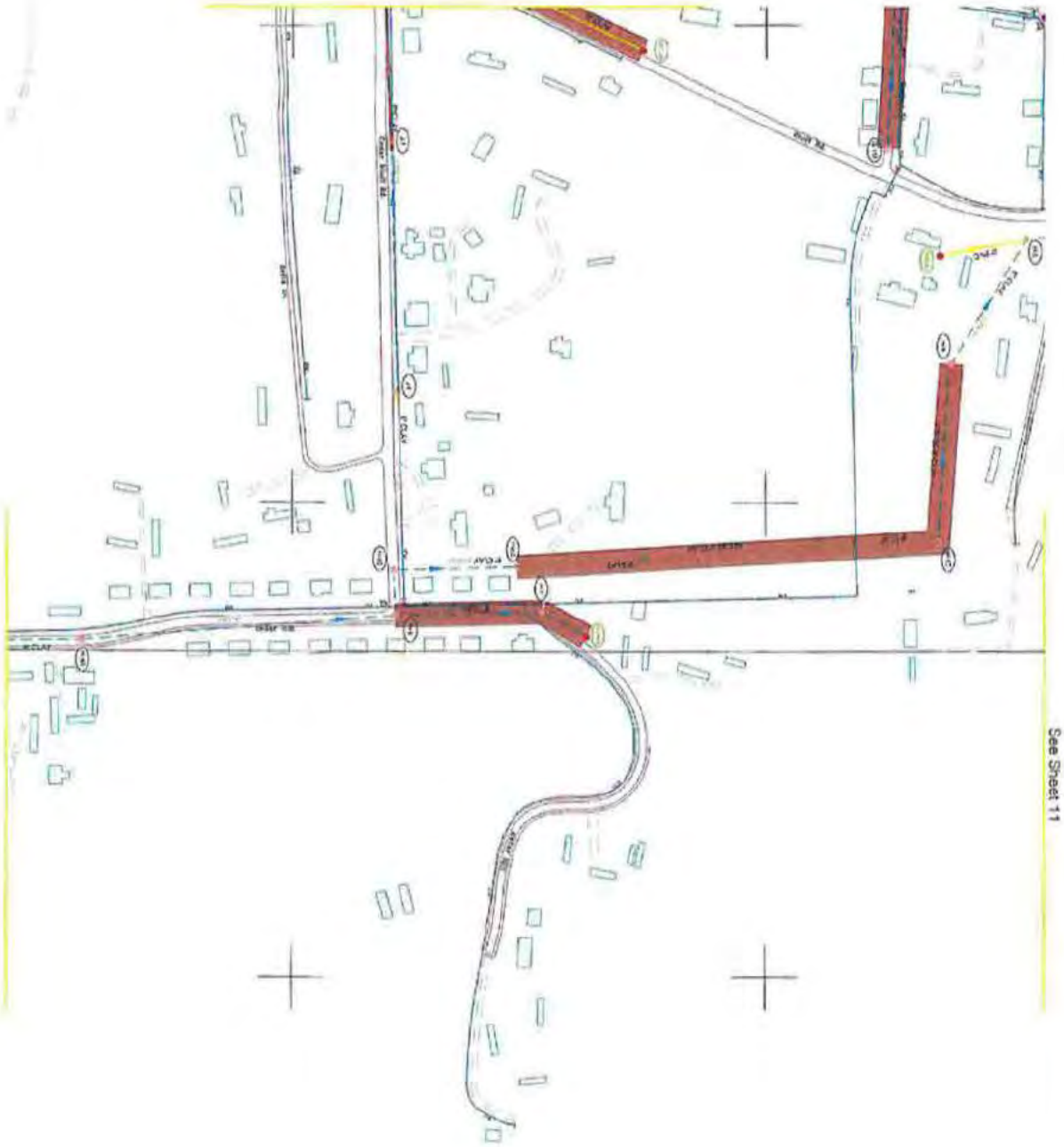

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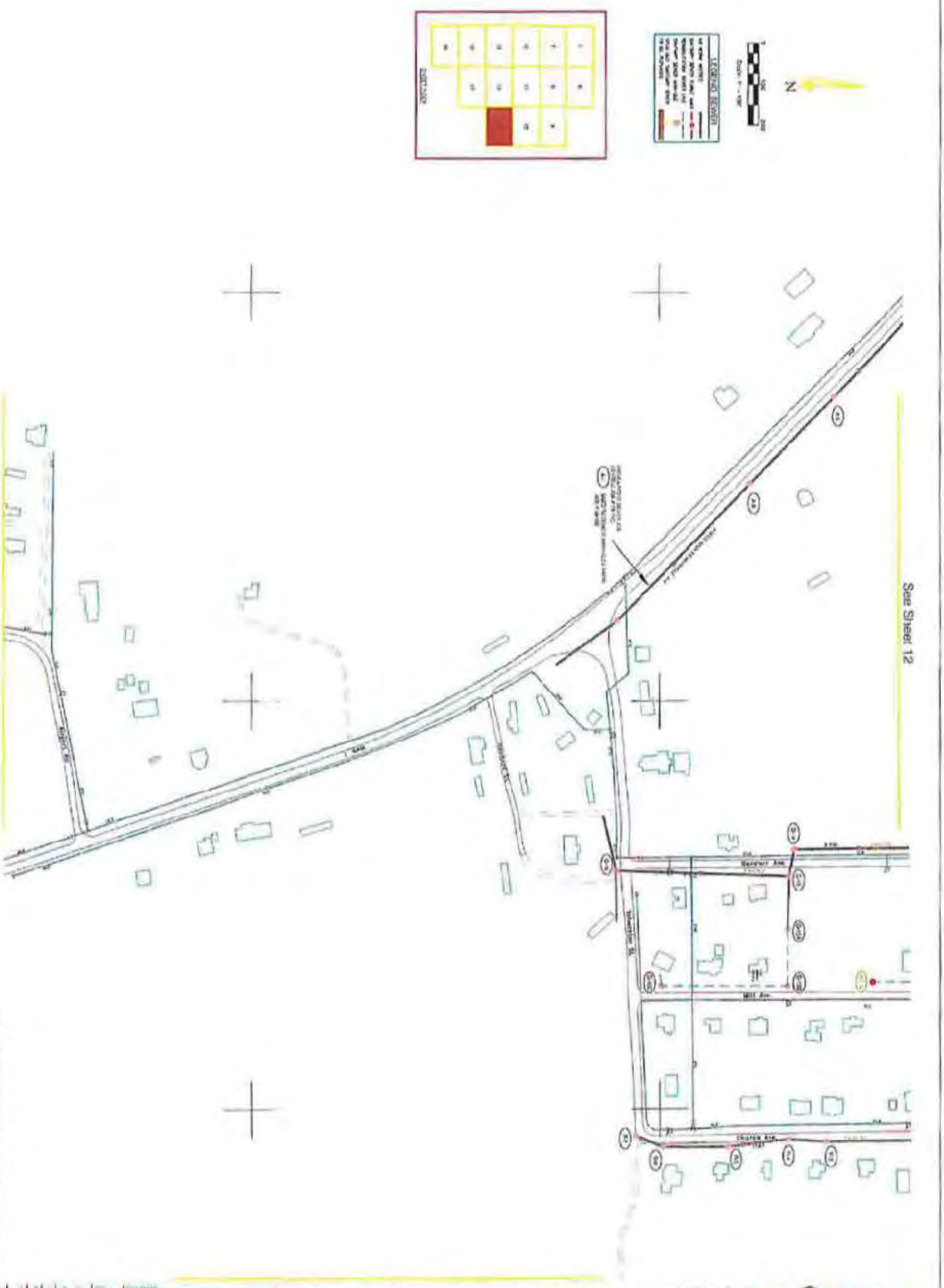

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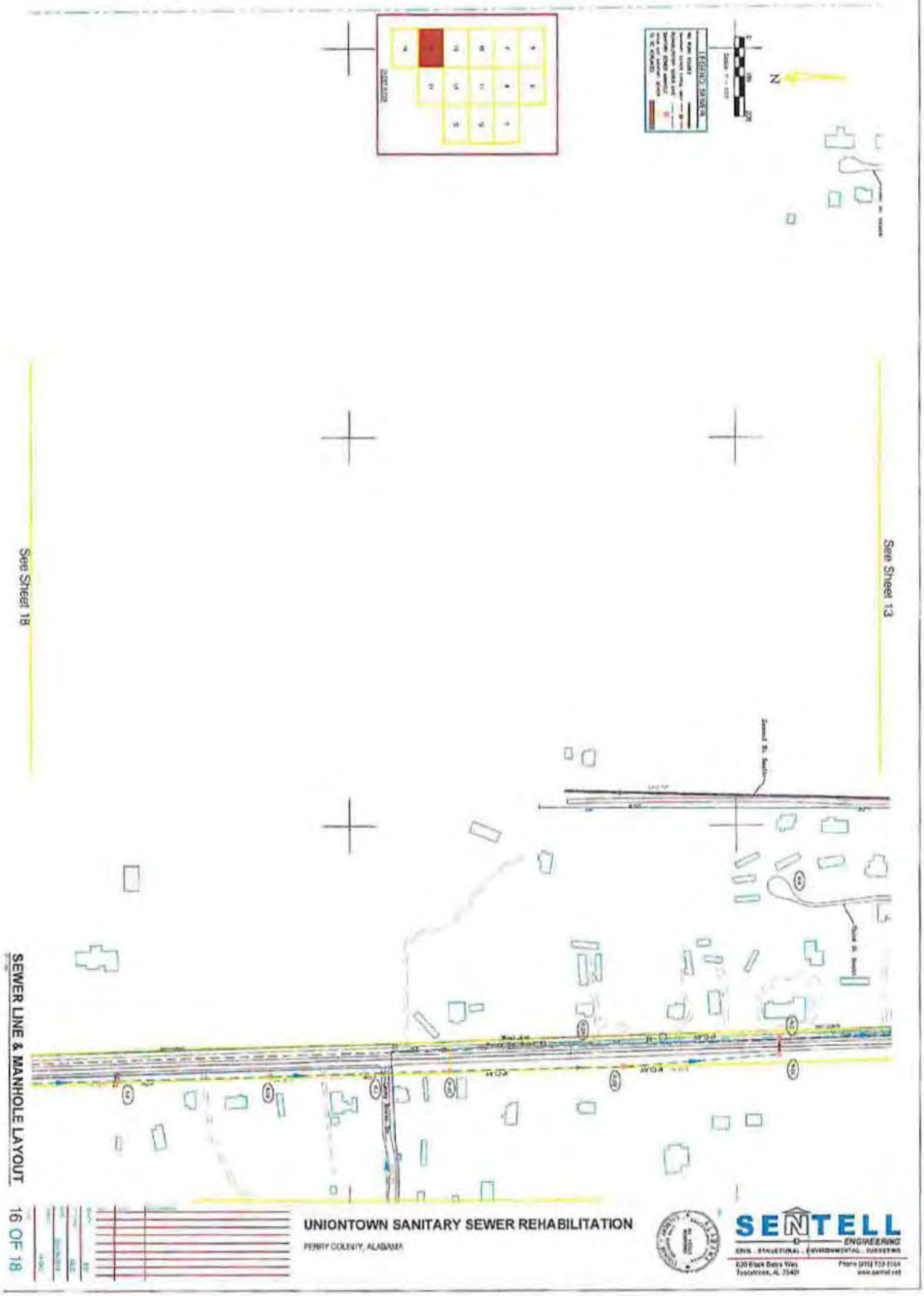
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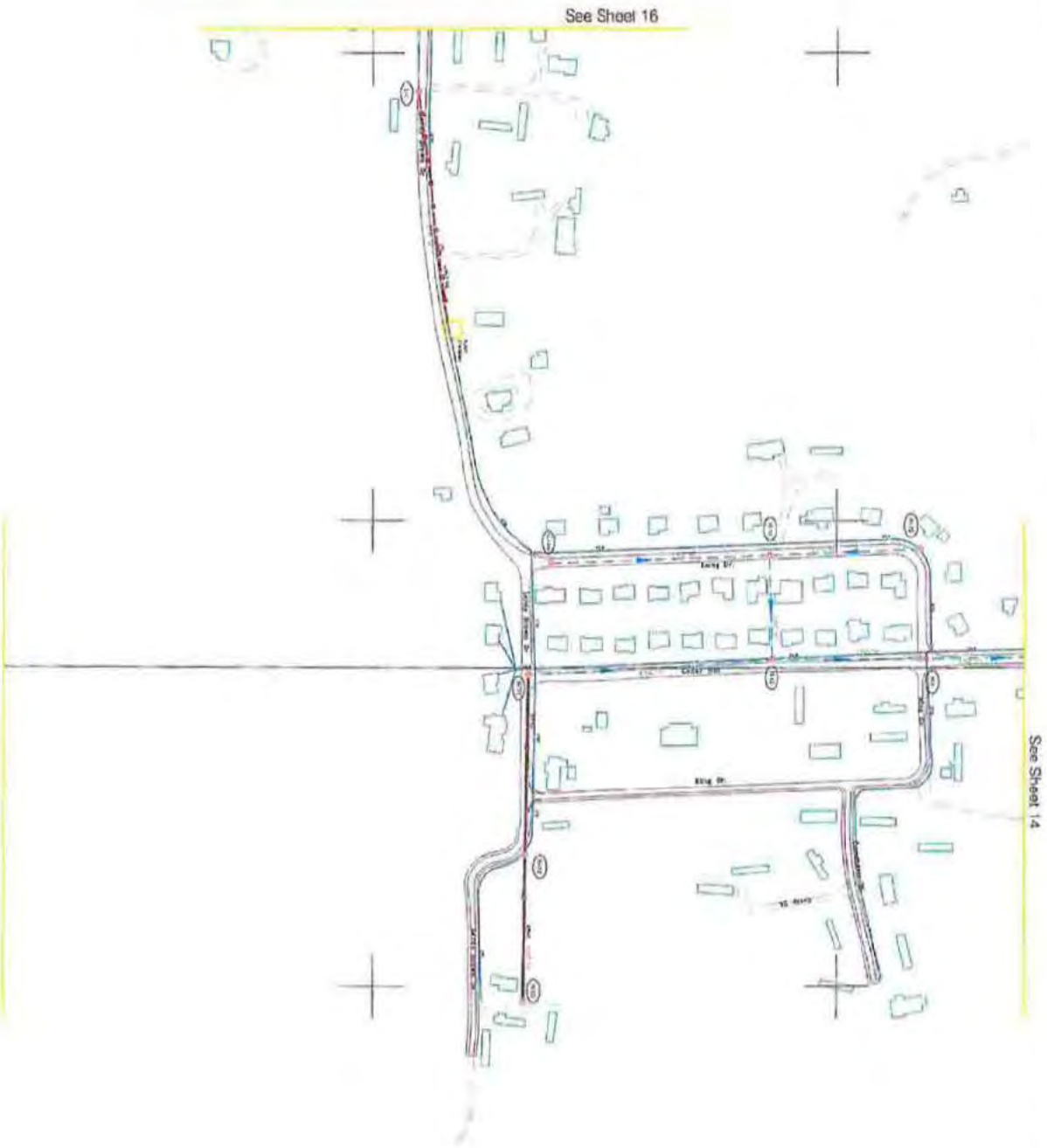

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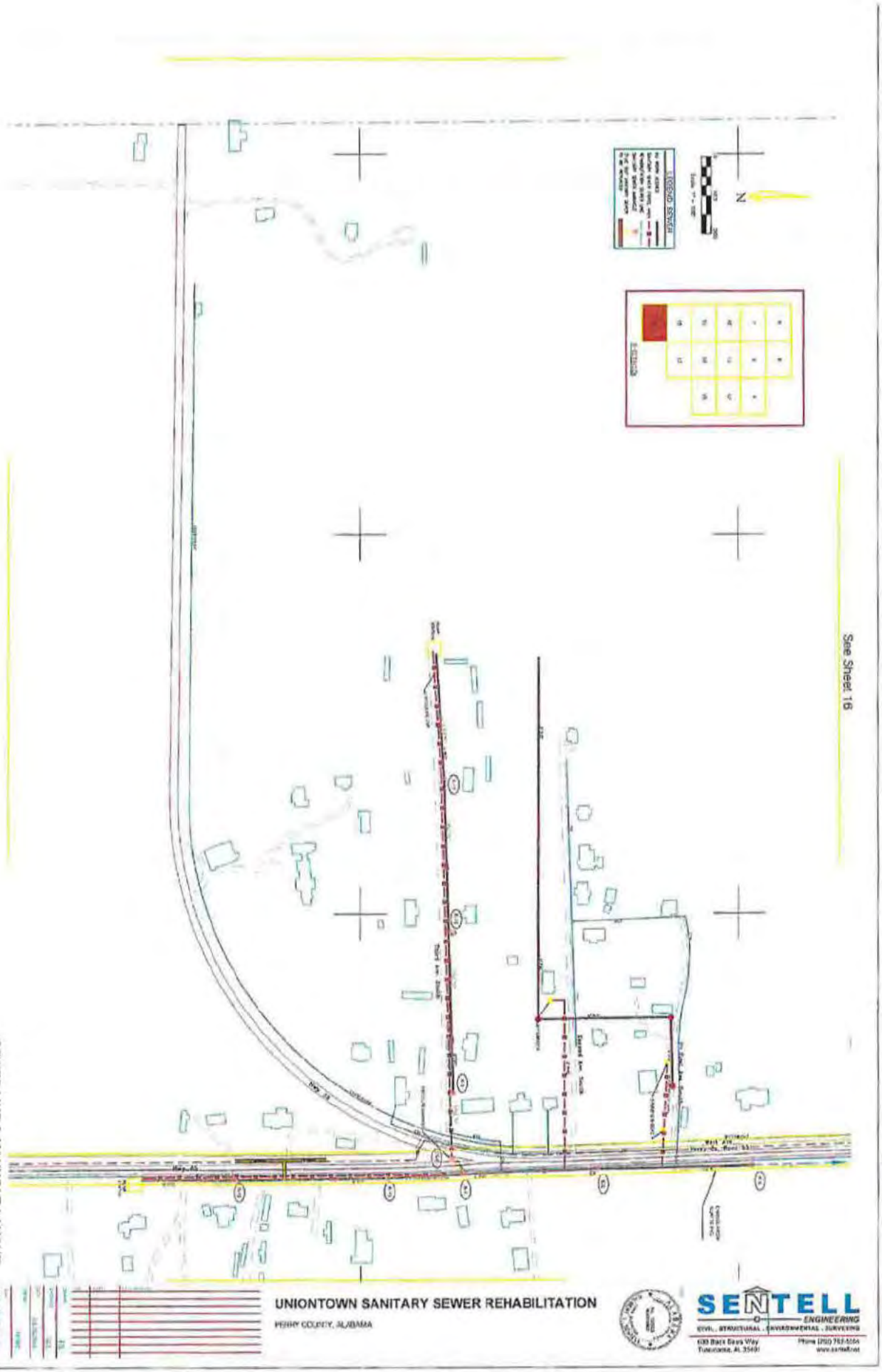
See Sheet 16
SEWER LINE & MANHOLE LAYOUT
18 OF 18
UNIONTOWN SANITARY SEWER REHABILITATION
PERRY COUNTY, ALABAMA
SENTELL
ENGINEERING
CIVIL . STRUCTURAL . ENVIRONMENTAL . SURVEYING

002659

Sentell Engineering Inc.

July 25, 2018

Mr. William Pearson
U.S. Fish and Wildlife Services
1208-B Main Street
Daphne, Alabama 36526

Dear Sir:

The City of Uniontown Water and Sewage Authority is in the process of performing an environmental review pursuant to the National Environmental Policy Act for USDA Rural Utilities Service in order that it may assess the environmental impacts of the waste water system expansion. The project being proposed is to rehabilitate the existing collection system as well as install a force main from Uniontown, Alabama, along US highway 80 to Demopolis, Alabama. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis.

We request a list of any federally-listed or proposed threatened or endangered species and designated or proposed critical habitat that may be present in the project area. In addition, please advise us of any present concerns you may have related to possible effects of the project listed above on such species or critical habitat, as well as any other wildlife concerns.

If you need any further information or wish to discuss our project, please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116, Extension 109.

If you have any questions, please call (205) 752-5564.

Sincerely,

SENTELL ENGINEERING, INC.

Ed Morris

Ed Morris

002660

Sentell Engineering Inc.

July 25, 2018

Lawrence McGhee
USDA - NRCS
3381 Skyway Drive
Auburn, Al 36830

Re: Prime Farmland review of Uniontown WWTP Area

Dear Sir:

We need a Prime Farmland review for the Uniontown WWTP Construction. Our client is operating the waste water treatment plant, located in Perry County. They will be modifying the existing plant and adding a force main along the southern side of U.S. Highway 80 in order to pump their waste water to the Demopolis treatment plant. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis. We are requesting that a Prime Farmland Review be waived because of the previous land disturbance activity. For information regarding this notice please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116 ext. 109. I have attached a map showing the project site location.

Should you have any questions please call me at 205-752-5564.

Sincerely,

SENTELL ENGINEERING, INC.

Ed Morris

Sentell Engineering Inc.

July 25, 2018

Mr. William Lowe
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900

Dear Mr. Lowe:

I am requesting a Historical Review for a waste water treatment facility rehabilitation project. The project in question will take place in Uniontown, Alabama as well as requiring construction along an existing right-of-way along US highway 80, Old Springhill Road, and Alabama highway 13. All of the project construction will be taking place in previously disturbed lands as can be seen from the attached map. For information regarding this notice please contact Mr. Nivory Gordon at the USDA Rural Development in Camden, Alabama at (334) 682-4116 ext 109.

If you have any questions, please call us at (205) 752-5564.

Sincerely,

SENTELL ENGINEERING, INC.

Ed Morris

Ed Morris

002662

NEW TA
EC
2618-TA-1133

JRP

Sentell Engineering Inc.

RECEIVED
AUG 03 2018
BY:

July 25, 2018

Mr. William Pearson
U.S. Fish and Wildlife Services
1208-B Main Street
Daphne, Alabama 36526

Dear Sir:

The City of Uniontown Water and Sewage Authority is in the process of performing an environmental review pursuant to the National Environmental Policy Act for USDA Rural Utilities Service in order that it may assess the environmental impacts of the waste water system expansion. The project being proposed is to rehabilitate the existing collection system as well as install a force main from Uniontown, Alabama, along US highway 80 to Demopolis, Alabama. All work will be within the existing collection system and within existing right-of-way along US highway 80, Old Springhill Road, and Alabama Highway 13 in Demopolis.

We request a list of any federally-listed or proposed threatened or endangered species and designated or proposed critical habitat that may be present in the project area. In addition, please advise us of any present concerns you may have related to possible effects of the project listed above on such species or critical habitat, as well as any other wildlife concerns.

If you need any further information or wish to discuss our project, please contact Mr. Nivory Gordon at USDA Rural Development in Camden, Alabama at (334) 682-4116, Extension 109.

If you have any questions, please call (205) 752-5564.

Sincerely,

SENTELL ENGINEERING, INC.

Ed Morris

U.S. Fish and Wildlife Service
1208-B Main Street Daphne, Alabama 36526
Phone: 251-441-5181 Fax: 251-441-6222

No federally listed species/critical habitat are known to occur in the project area. As described, the project will have no significant impact on fish and wildlife resources. IF PROJECT DESIGN CHANGES ARE MADE, PLEASE SUBMIT NEW PLANS FOR REVIEW. We recommend use of best management practices specific to your project (See http://www.fws.gov/daphne/section7/bmp.html).

AUG 09 2018

William J. Pearson, Field Supervisor Date #3

002663

APPENDIX B

002664

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Are of 1% annual chance flood with averag depth less than one foot or with draina areas of less than one square mile Zone
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zo

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximat point selected by the user and does not repres an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/17/2018 at 6:25:27 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

002665

National Flood Hazard Layer FIRMette



FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
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- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zon

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximat point selected by the user and does not repres an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/17/2018 at 6:14:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

002666

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
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- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zon

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximat point selected by the user and does not repres an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/17/2018 at 6:20:50 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

002667

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
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- Area with Flood Risk due to Levee Zone D

OTHER AREAS
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- Effective LOMRs
- Area of Undetermined Flood Hazard Zon

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximat point selected by the user and does not represe an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

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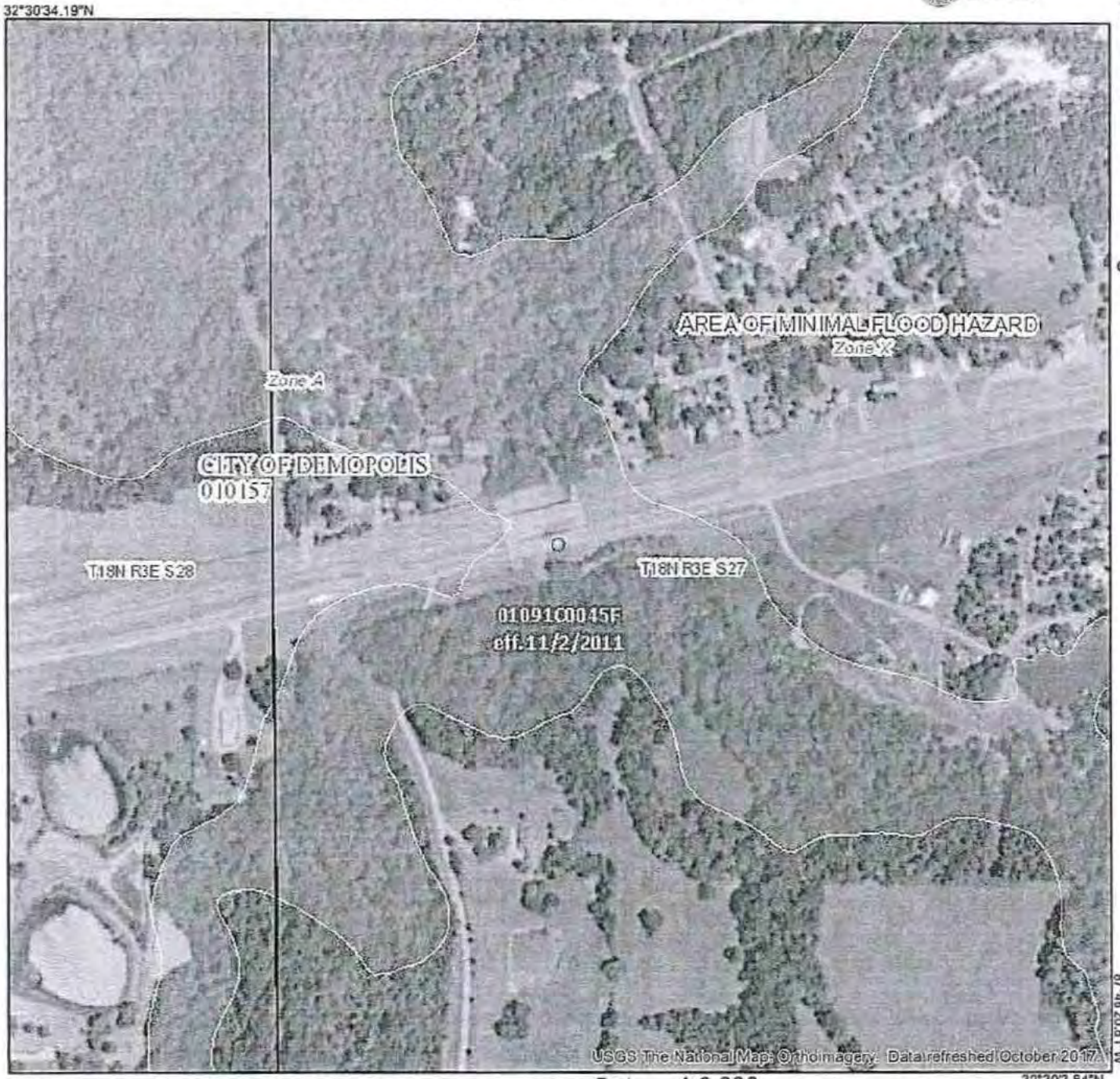
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

002668

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS
  - Without Base Flood Elevation (BFE) Zone A, V, A99
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  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS
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  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone
- GENERAL STRUCTURES
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES
  - 20.2 Cross Sections with 1% Annual Chance
  - 17.5 Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

N

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The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/17/2018 at 6:23:34 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

002669

National Flood Hazard Layer FIRMette



FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
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OTHER AREAS
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- Effective LOMRs
- Area of Undetermined Flood Hazard Zon

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximat point selected by the user and does not repres an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/17/2018 at 6:23:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

002670

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS
  - Without Base Flood Elevation (BFE) Zone A, V, A99
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  - Area of Undetermined Flood Hazard Zone
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  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES
  - 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - 10 Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

N

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This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

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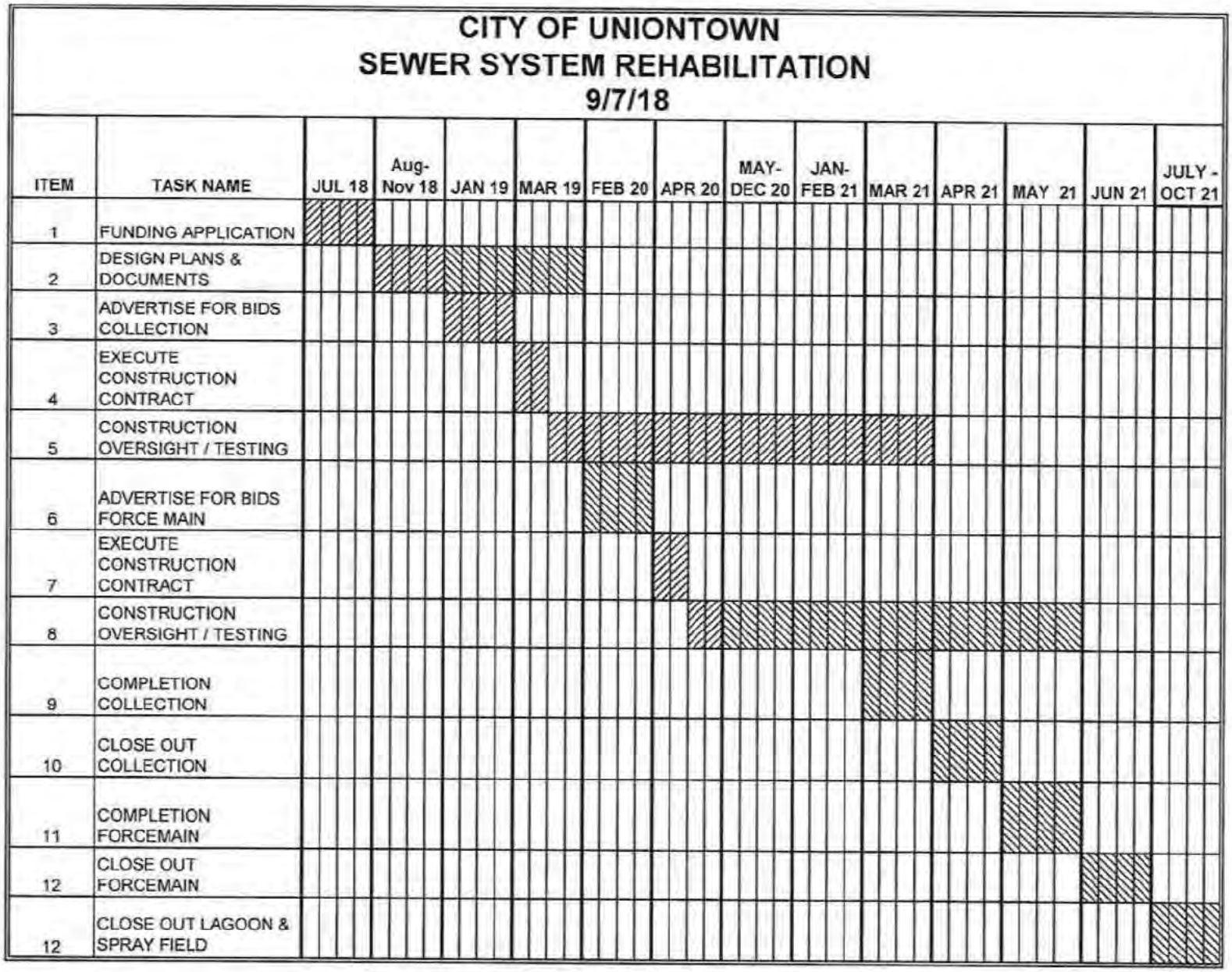
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

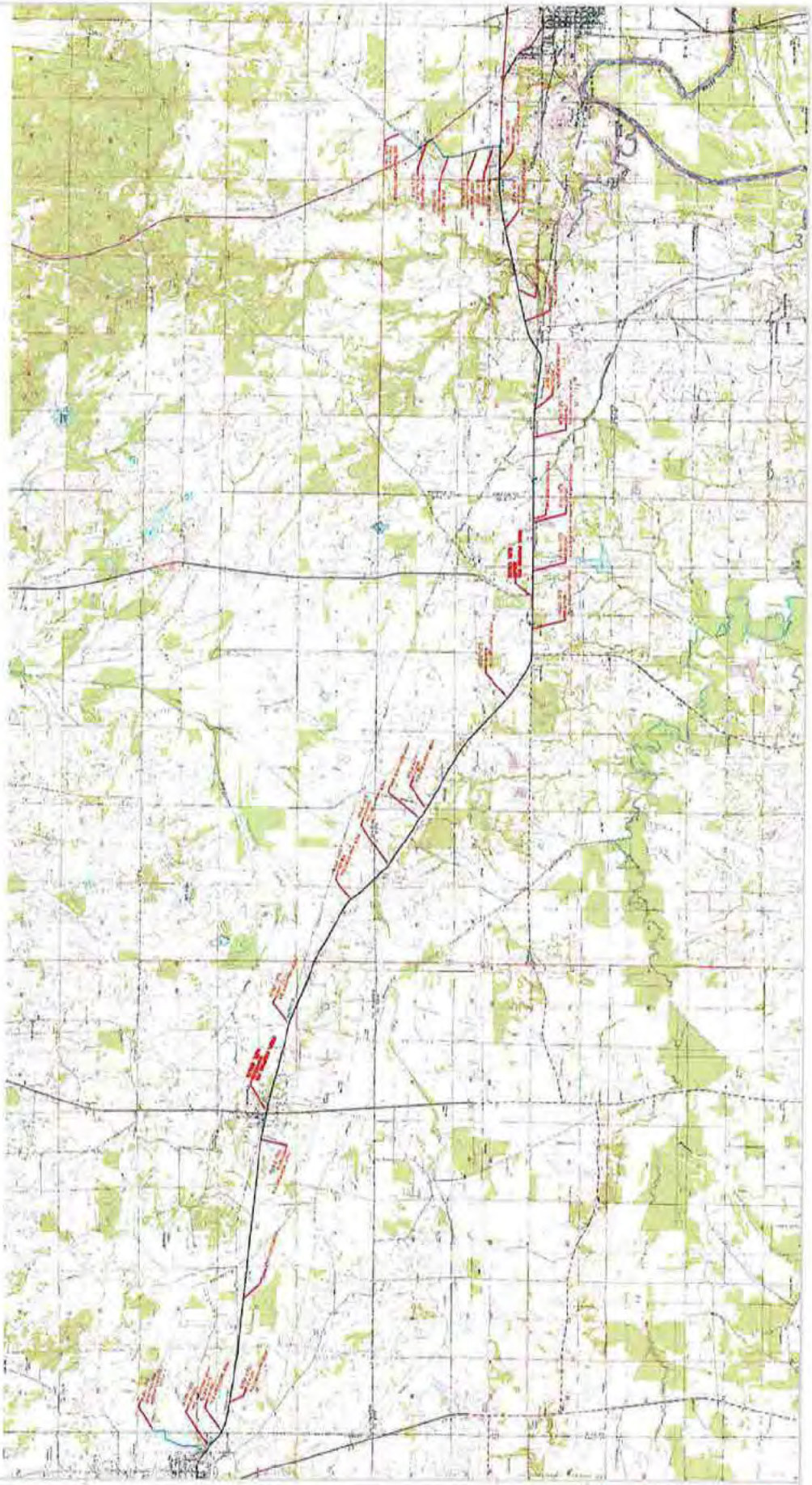
002671

CITY OF UNIONTOWN
SEWER SYSTEM REHABILITATION
9/7/18



APPENDIX C

002673



PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS

N

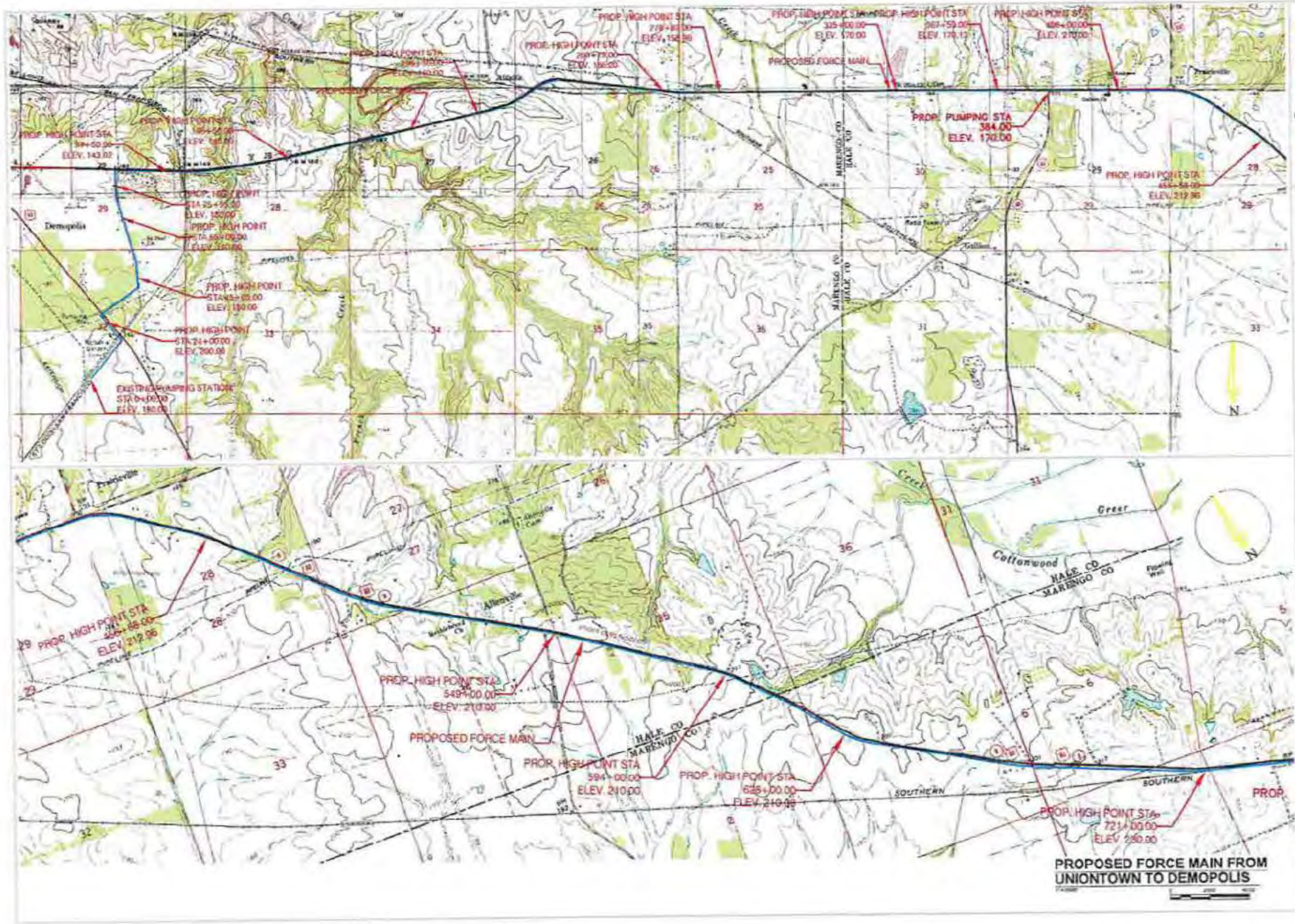
CITY OF UNIONTOWN

PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS
UNIONTOWN, ALABAMA

SENTELL ENGINEERING
CIVIL . STRUCTURAL . ENVIRONMENTAL . SURVEYING

1 OF 3

002674



PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS

SENTELL ENGINEERING

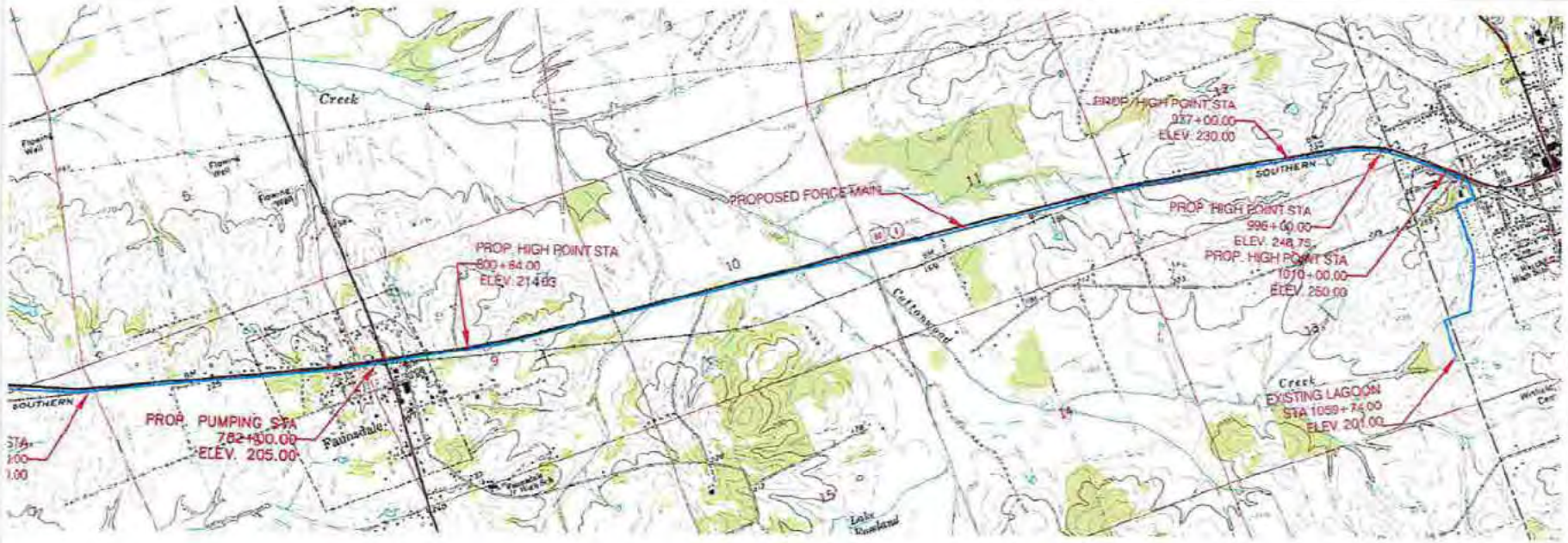
CIVIL, STRUCTURAL, ENVIRONMENTAL, SURVEYING

CITY OF UNIONTOWN

PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS
UNIONTOWN, ALABAMA

002675

DRAWN	ASP/ED
CHECKED	DLS
DATE	7-19-18
JOB NO.	14-048
SHEET	2 OF 3



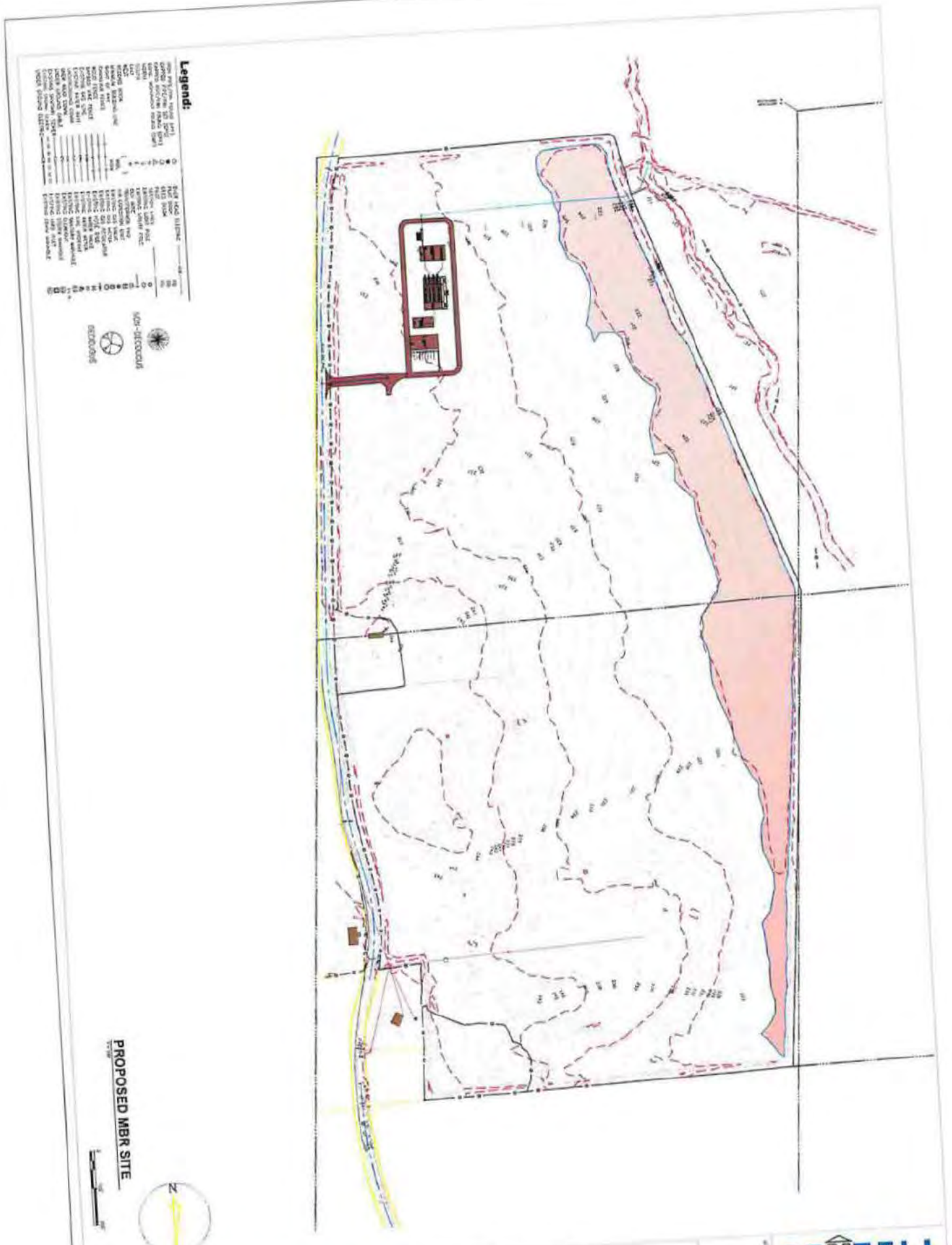
PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS

SENTELL ENGINEERING
CIVIL · STRUCTURAL · ENVIRONMENTAL · SURVEYING
633 Black Bear Trail
Tuscaloosa, AL

002676

CITY OF UNIONTOWN
PROPOSED FORCE MAIN FROM UNIONTOWN TO DEMOPOLIS
UNIONTOWN, ALABAMA

DRAWN KSPIED
CHECKED GLS
DATE 7-19-18
JOB NO 14043
SHEET 3 OF 3



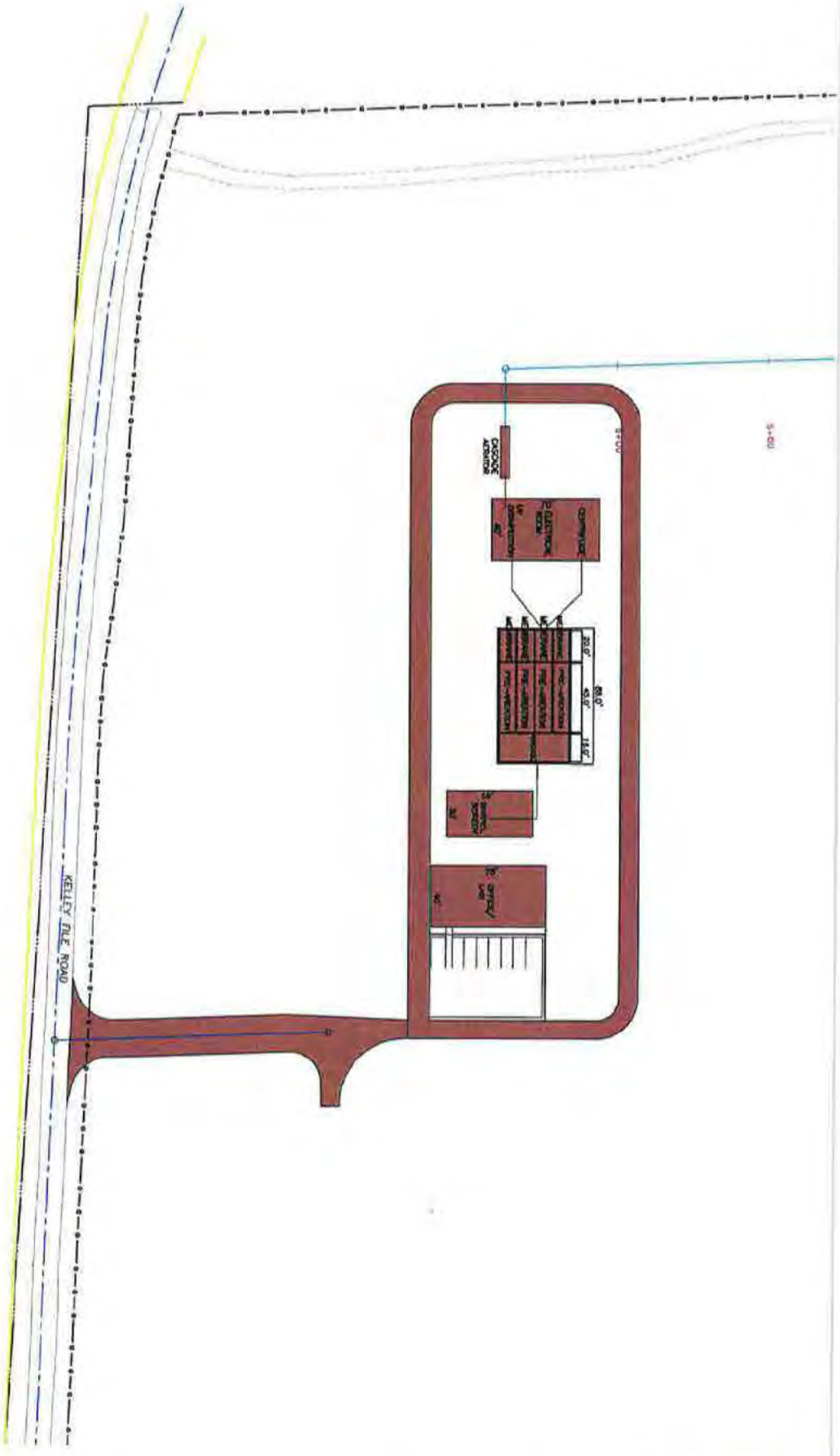
CITY OF UNIONTOWN

PROPOSED MBR SITE
UNIONTOWN, ALABAMA

SENTELL ENGINEERING
CIVIL . STRUCTURAL . ENVIRONMENTAL . SURVEYING

1 OF 2

002677



PROPOSED MBR SITE

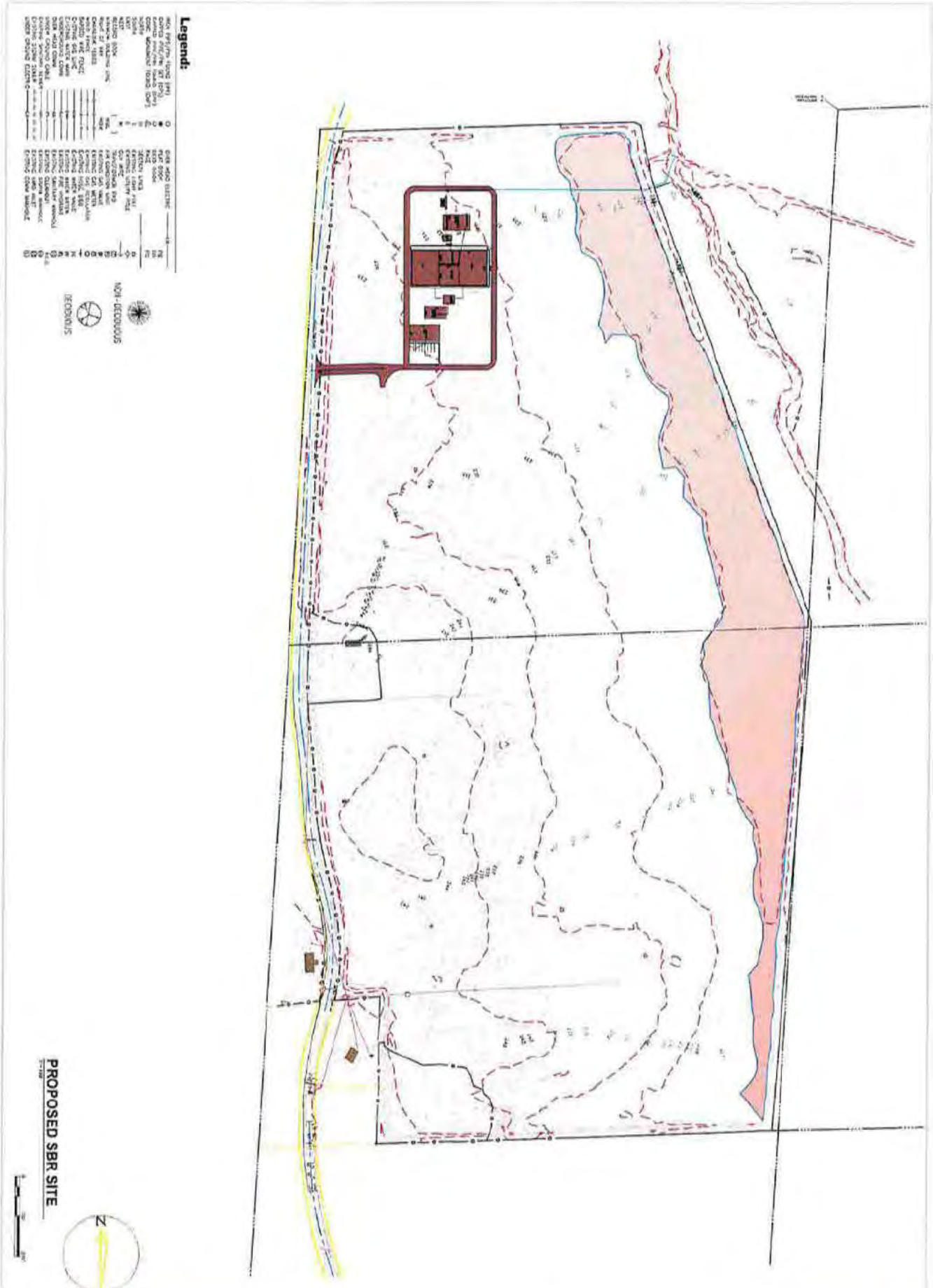
CITY OF UNIONTOWN

PROPOSED MBR SITE
UNIONTOWN, ALABAMA

SENTELL ENGINEERING

2 OF 2

002678



CITY OF UNIONTOWN

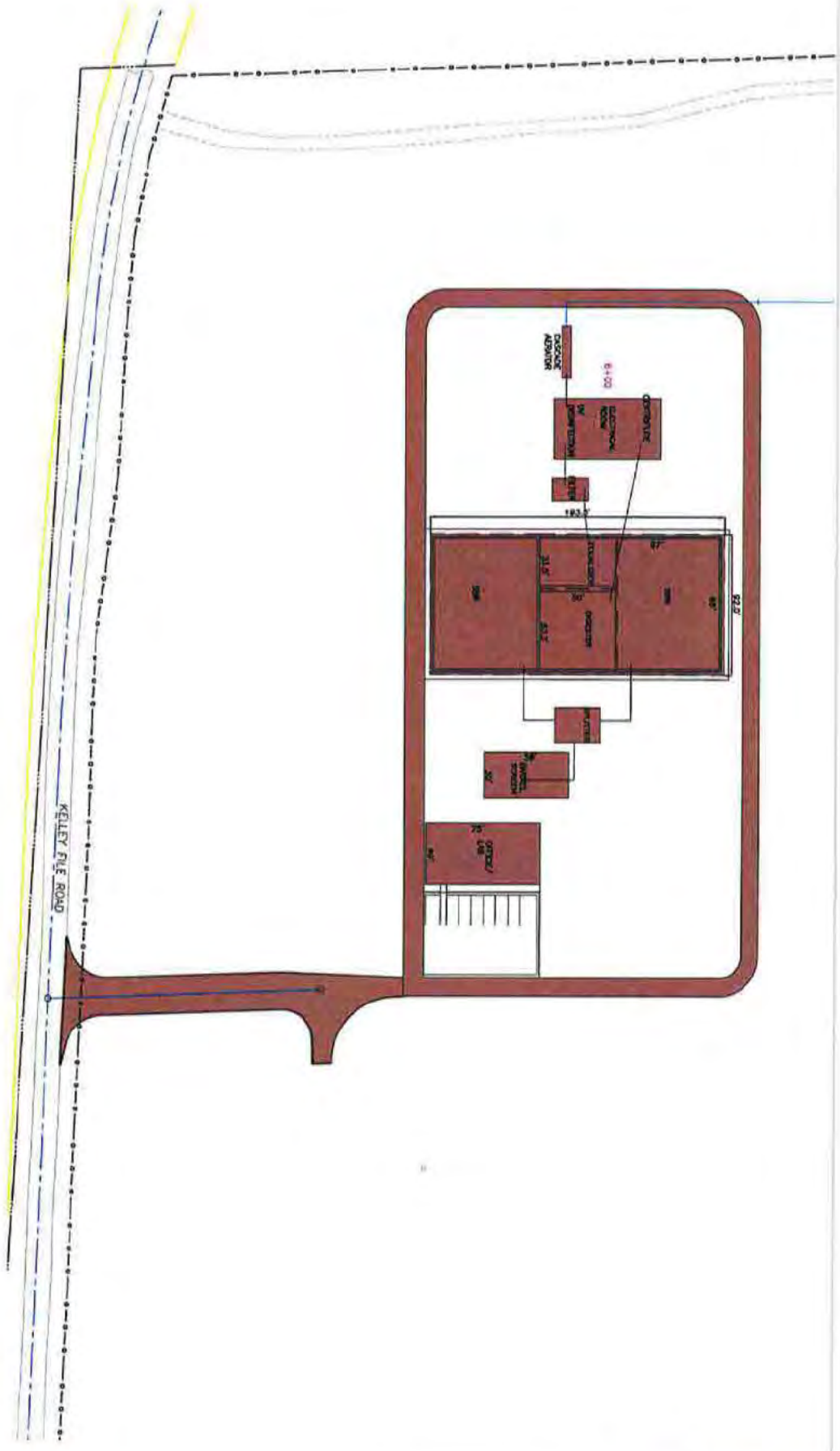
PROPOSED SBR SITE
UNIONTOWN, ALABAMA

SENTELL ENGINEERING

Tuscaloosa, AL 35401

002679

1 OF 2



2 OF 2

CITY OF UNIONTOWN
PROPOSED SBR SITE
UNIONTOWN, ALABAMA

SENTELL ENGINEERING
CIVIL
639 Black
Tuscaloosa, AL 35401
www.sentell.net

002680

Engineer's Estimate of Probable Construction Cost

UNIONTOWN SANITARY COLLECTION AND TREATMENT IMPROVEMENTS

Option # 1

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
			Forcemain to Demopolis		
1	1	LS	Mobilization/Demobilization	$66,000.00	$66,000.00
2	1	LS	Erosion Control	$40,000.00	$40,000.00
3	99,694	LF	16" HDPE DR11	$90.00	$8,972,460.00
4	2,807	LF	16" Direct Bore	$180.00	$505,260.00
5	3,510	LF	16" Direct Bore Creek Crossing	$180.00	$631,800.00
6	200	LF	Highway Crossing Bore w Casing	$250.00	$50,000.00
7	420	LF	Road Crossing Bore w Casing	$250.00	$105,000.00
8	1	LS	Traffic Control (Per ALDOT)	$15,000.00	$15,000.00
9	51	AC	Seeding Mulch and Fertilizer	$900.00	$45,900.00
10	22	EA	16" Air Release Valve	$6,800.00	$149,600.00
11	200	LF	Railroad Bore w Casing	$350.00	$70,000.00
12	240	LF	City Road Open Cut with Casing	$60.00	$14,400.00
13	1,680	LF	Gravel Driveways Open cut with Casings	$40.00	$67,200.00
14	815	LF	Asphalt Driveways Open cut w Casings	$50.00	$40,750.00
15	61	LF	Concrete Driveways Open cut w Casings	$60.00	$3,660.00
16	150	LF	12" PVC Gravity Pipe	$120.00	$18,000.00
17	5	EA	Manholes	$4,500.00	$22,500.00
18	1	LF	Lagoon Reclamation	$500,000.00	$500,000.00
19	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
20	1	EA	Mag meters	$20,000.00	$20,000.00
21	1	LS	Placing Topsoil & Seeding	$10,000.00	$10,000.00
22	1	LS	Aggregate Road Surfacing	$23,500.00	$23,500.00
23	1	LS	Electrical Service	$200,000.00	$200,000.00
24	3	LS	Electrical Equipment/Generator	$150,000.00	$450,000.00
25	3	LS	Pumping Station	$900,000.00	$2,700,000.00
26	1	LS	Headworks	$320,000.00	$320,000.00
				Subtotal	**$15,241,030.00**
			COLLECTION SYSTEM		
1	1	LS	City Collection System Repair	$10,182,871.00	$10,182,871.00
				Subtotal	$25,423,901.00
				10% contingency	$2,542,390.10
				Construction Cost	**$27,966,291.10**
				Engineering Cost	$1,901,707.79
				Construction Observation	$559,325.82
				Engineering Cat. "D"	$396,228.00
				Administration	$457,150.00
				Subtotal	$31,280,702.72
				TOTAL COST	**$32,258,224.68**

Engineering Cat. "D"		Administration Cost	
WWTP Permit	$7,500.00	Interest	$977,521.96
Environmental	$3,500.00	Legal	$50,000.00
Soil Drill	$15,000.00	RR Fees	$45,000.00
Prop. Survey	$64,800.00	Equipment	$130,000.00
SW Permit	$3,500.00	ADEM Per	$12,650.00
ALDOT Permit	$5,500.00	Land/Ease	$80,000.00
Elec Eng.	$36,428.00	ALDOT Per	$80,000.00
Proj.Development	$260,000.00	Power Co.	$50,000.00
Sub Total	$396,228.00	Advertise	$9,500.00
		Sub Total	$457,150.00

Engineer's Estimate of Probable Construction Cost

UNIONTOWN PRELININARY CONSTRUCTION COST MBR SYSTEM

Option #2

Kubota Membrane Bioreactor System

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
1	1	LS	Mobilization/Demobilization	$25,000.00	$25,000.00
2	1	LS	Erosion Control	$14,000.00	$14,000.00
3	400	LF	10" DI Pipe	$100.00	$40,000.00
4	0	EA	16" MJ DI Pipe	$13,000.00	$0.00
5	200	LF	3" DI Pipe	$50.00	$10,000.00
6	300	LF	8" Stainless Pipe	$150.00	$45,000.00
7	300	LF	6" DI Pipe	$75.00	$22,500.00
8	24,727	LF	12" HDPE Force Main	$65.00	$1,607,255.00
9	1	LS	Internal Equipment	$1,785,000.00	$1,785,000.00
10	1	EA	Effluent Structures	$8,500.00	$8,500.00
11	1,055	CY	Structural Concrete	$500.00	$527,500.00
12	1	EA	Centrifuge	$450,000.00	$450,000.00
13	1	LS	Placing Topsoil & Seeding	$14,000.00	$14,000.00
14	1,955	SY	Road Surfacing	$150.00	$293,250.00
15	1	LS	Electrical Service	$133,265.00	$133,265.00
16	1	LS	Electral Equipment	$120,300.00	$120,300.00
17	1	LS	Effluent Structure & Pumps	$900,000.00	$900,000.00
18	1	LS	UV Disinfection	$130,000.00	$130,000.00
19	1	LS	Drum Screen & Headworks	$320,000.00	$320,000.00
20	1	LS	Laboratory Building	$500,000.00	$500,000.00
21	1	LS	Electrical/Centrifuge/UV Building	$400,000.00	$400,000.00
22	1	LS	Lagoon Reclamation	$500,000.00	$500,000.00
23	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
			COLLECTION SYSTEM		
1	1	LS	City Collection System Rehab	$10,182,871.00	$10,182,871.00
				Subtotal	$18,228,441.00
				10% contingency	$1,822,844.10
				Construction Cost	**$20,051,285.10**
				Engineering Cost	$1,363,487.39
				Construction Observation	$401,025.70
				Engineering Cat. "D"	$307,000.00
				Administration	$300,160.00
				Sub Total	**$22,422,958.19**
				TOTAL COST	**$23,123,675.63**

Engineering Cat. "D"	
Geotechnical	$9,500.00
Environmental	$8,000.00
Prop. Survey	$25,000.00
ALDOT Permit	$4,500.00
Proj Development	$260,000.00
Sub Total	$307,000.00

Administration Cost	
Interest	$700,717.44
Legal	$42,000.00
Equipment	$130,000.00
ADEM Per	$28,660.00
Advertise	$9,500.00
Al Power	50,000
ALDOT Permit	40,000
Sub Total	$300,160.00

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Engineer's Estimate of Probable Construction Cost

UNIONTOWN PRELININARY CONSTRUCTION COST SBR SYSTEM

Option #3

Aqua-Aerobic Systems

Uniontown, Alabama

Sentell Engineering, Inc 8/20/2018

Item	Quantity	Unit	Description	Unit Cost	Total
1	1	LS	Mobilization/Demobilization	$25,000.00	$25,000.00
2	1	LS	Erosion Control	$14,000.00	$14,000.00
3	400	LF	10" DI Pipe	$100.00	$40,000.00
4	200	LF	3" DI Pipe	$50.00	$10,000.00
5	300	LF	8" Stainless Pipe	$150.00	$45,000.00
6	300	LF	6" DI Pipe	$75.00	$22,500.00
7	24,727	LF	12" HDPE Force Main	$65.00	$1,607,255.00
8	1	LS	Internal Equipment	$950,000.00	$950,000.00
9	1	EA	AquaDisk Cloth Media Filter	$325,000.00	$325,000.00
10	1	EA	Effluent Structures	$8,500.00	$8,500.00
11	2,264	CY	Structural Concrete	$500.00	$1,132,000.00
12	1	EA	Centrifuge	$450,000.00	$450,000.00
13	1	LS	Placing Topsoil & Seeding	$14,000.00	$14,000.00
14	2,344	SY	Road Surfacing	$150.00	$351,600.00
15	1	LS	Electrical Service	$133,265.00	$133,265.00
16	1	LS	Electral Equipment	$120,300.00	$120,300.00
17	1	LS	Effluent Structure & Pumps	$900,000.00	$900,000.00
18	1	LS	UV Disinfection	$130,000.00	$130,000.00
19	1	LS	Drum Screen & Headworks	$320,000.00	$320,000.00
20	1	LS	Laboratory Building	$500,000.00	$500,000.00
21	1	LS	Electrical/Centrifuge/UV Building	$400,000.00	$400,000.00
22	1	LS	Lagoon Reclamation	$500,000.00	$500,000.00
23	1	LS	Spray Field Reclamation	$200,000.00	$200,000.00
			COLLECTION SYSTEM		
1	1	LS	City Collection System Rehab	$10,182,871.00	$10,182,871.00
				Subtotal	$18,381,291.00
				10% contingency	$1,838,129.10
				Construction Cost	**$20,219,420.10**
				Engineering Cost	$1,374,920.57
				Construction Observation	$404,388.40
				Engineering Cat. "D"	$307,000.00
				Administration	$300,160.00
				Sub Total	**$22,605,889.07**
				TOTAL COST	**$23,312,323.10**

Engineering Cat. "D"		Administration Cost	
Geotechnical	$9,500.00	Interest	$706,434.03
Environmental	$8,000.00	Legal	$42,000.00
Prop. Survey	$25,000.00	Equipment	$130,000.00
ALDOT Permit	$4,500.00	ADEM Per	$28,660.00
Proj. Development	$260,000.00	Advertise	$9,500.00
Sub Total	$307,000.00	Al Power	50,000
		ALDOT Permit	40,000
		Sub Total	$300,160.00

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Present Worth Cost Analysis Worksheet

Alternative # 1

Short Description of Alternative: Force Main to Demopolis

Project Analysis period: . . 40 years
(Typically 20 years {per OMB} or shortest-lived alternative.)

Real interest rate: . . . . . 0.5 % (nominal interest rate minus the inflation rate)
(From Appendix C of OMB Circular A-94 - www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html

Estimated Useful life: . . . . 40 years

Initial cost of Alternative: $ 32,258,225
(Including administrative cost.)

Annual O&M cost: . . . . . $ 189,948
(Estimated in today's dollars. Include power, chemicals, etc.)
(Include periodic expenses such as tank painting or motor rebuilds as an average annual cost.)

At end of analysis period, 0% of initial value remains: . . . . $ -

Present Value of above: . . $ -

Present Value of O&M: . . $ 6,870,842

Present Value (cost) of Alternative: . . . . . $32,258,225 (initial cost) + $6,870,842 (O&M PV) - $ - (Residual PV) = $ 39,129,067 (Total PW Cost)

Present Worth Cost Analysis Worksheet

Alternative # 2

Short Description of Alternative: Membrane Bioreactor

Project Analysis period: . . 40 years
(Typically 20 years {per OMB} or shortest-lived alternative.)

Real interest rate: . . . . . 0.5 % (nominal interest rate minus the inflation rate)
(From Appendix C of OMB Circular A-94 - www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html

Estimated Useful life: . . . . 40 years

Initial cost of Alternative: $ 23,123,675
(Including administrative cost.)

Annual O&M cost: . . . . . $ 603,083
(Estimated in today's dollars. Include power, chemicals, etc.)
(Include periodic expenses such as tank painting or motor rebuilds as an average annual cost.)

At end of analysis period, 0% of initial value remains: . . . . $ -

Present Value of above: . . $ -

Present Value of O&M: . . $ 21,814,843

Present Value (cost) of Alternative:	$23,123,675	+	##########	-	$ -	=	$ 44,938,518
	(initial cost)		(O&M PV)		(Residual PV)		(Total PW Cost)

Present Worth Cost Analysis Worksheet

Alternative # 3

Short Description of Alternative: Sequencing Batch Reactor

Project Analysis period: . . 40 years
(Typically 20 years (per OMB) or shortest-lived alternative.)

Real interest rate: . . . . . 0.5 % (nominal interest rate minus the inflation rate)
(From Appendix C of OMB Circular A-94 - www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html

Estimated Useful life: . . . . 40 years

Initial cost of Alternative: $ 23,312,323
(Including administrative cost.)

Annual O&M cost: . . . . . $ 597,081
(Estimated in today's dollars. Include power, chemicals, etc.)
(Include periodic expenses such as tank painting or motor rebuilds as an average annual cost.)

At end of analysis period, 0% of initial value remains: . . . . $ -

Present Value of above: . . $ -

Present Value of O&M: . . $ 21,597,737

Present Value (cost) of Alternative: . . . . . $23,312,323 + ######### - $ - = $ 44,910,060
(initial cost) (O&M PV) (Residual PV) (Total PW Cost)

POST PROJECT ANNUAL: O&M	
Maintenance Service Co.	$109,294.64
Electrical Cost	$19,750.00
Equipment	$2,740.00
Repairs	$46,947.53
Materials/supplies	$11,215.15
TOTAL	$189,947.32

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown EJCDC Contract
Date: Monday, October 29, 2018 9:13:00 AM
Attachments: CTEJCDC-2.pdf

Here is the second portion of the contract.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees

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the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract

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Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the

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recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: n/a

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in

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writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: n/a

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

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e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the

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acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: n/a

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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [10/25/2018].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $ (b) (4) based on the following estimated distribution of compensation:

   a. Study and Report Phase

   b. Preliminary Design Phase

   c. Final Design Phase

   d. Bidding and Negotiating Phase

   e. Construction Phase

   f. Post-Construction Phase

   (b) (4)

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):[8" x 11" Copies, Copies of Drawings

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the

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billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions		$ .50 /page
Copies of Drawings		$ .50 /sq. ft.
Mileage (auto)		$ [ ]/mile
Air Transportation		at cost
CAD Charge		$ [ ]/hour
Laboratory Testing		at cost
Health and Safety Level D		$ [ ]/day
Health and Safety Level C		$ [ ]/day
Meals and Lodging		at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project.]

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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018 .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII (Principal Engineer)	(b) (4) hour
Billing Class VII (Senior Engineer / Project Engineer)	hour
Billing Class VI (Structural Engineer)	hour
Billing Class V (Civil Engineer)	hour
Billing Class IV(Engineering Technician)	our
Billing Class III (PLS)	our
Billing Class II (Survey Crew)	our
Billing Class I (Cad Operator/Inspector	our
Administrative Support Staff	hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT E**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Uniontown Sanitary Sewer Collection and Treatment Improvements

OWNER: City of Uniontown

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Sentell Engineering, Inc.

NOTICE DATE:

To: **City of Uniontown**
Owner

And To: _____
Contractor

From: **Sentell Engineering, Inc.**
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018.

Insurance (See Certificates of Insurance inserted here.)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $[ ]
2) Bodily injury by disease, each employee: $[ ]
3) Bodily injury/disease, aggregate: $[ ]

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $[ ]
2) General Aggregate: $[ ]

d. Excess or Umbrella Liability --

1) Per Occurrence: $[ ]
2) General Aggregate: $[ ]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$[ ]

f. Professional Liability –

1) Each Claim Made $[ ]
2) Annual Aggregate $[ ]

g. Other (specify): $[ ]

2. By Owner:

a. Workers' Compensation: Statutory

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b. Employer's Liability --

1)	Bodily injury, Each Accident	$[ ]
2)	Bodily injury by Disease, Each Employee	$[ ]
3)	Bodily injury/Disease, Aggregate	$[ ]

c. General Liability --

1)	General Aggregate:	$[ ]
2)	Each Occurrence (Bodily Injury and Property Damage):	$[ ]

d. Excess Umbrella Liability

1)	Per Occurrence:	$[ ]
2)	General Aggregate:	$[ ]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

$[ ]

f. Other (specify): $[ ]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [ ]
Engineer

b. [ ]
Engineer's Consultant

c. [ ]
Engineer's Consultant

d. [ ]
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by TBD if needed. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted byLaws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

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This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018 .

Special Provisions

Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties: n/a

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This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018 .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _1____

The Effective Date of this Amendment is: 10/25/2018.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Uniontown

Engineer: Sentell Engineering, Inc.

Project: Uniontown Sanitary Collection and Treatment Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

_x___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

It is agreed upon that the City of Uniontown will create a Uniontown Utilities Board and it is agreed that the Sentell Engineering, Inc. contract for the Sanitary Collection and Treatment Improvements will be automatically transfer from an Agreement between Sentell Engineering, Inc. and the City of Uniontown, Alabama to an agreement between Sentell Engineering, Inc. and the newly created Utilities Board entity.

Agreement Summary:

Original agreement amount:	$ (b) (4)
Net change for prior amendments:	$
This amendment amount:	$
Adjusted Agreement amount:	$

Change in time for services (days or date, as applicable): _0_____

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
City of Uniontown	Sentell Engineering, Inc.
By:	By:
Print name: Hon. Jamaal Hunter	Print name: Gilbert L. Sentell
Title: Mayor	Title: President
Date Signed:	Date Signed:

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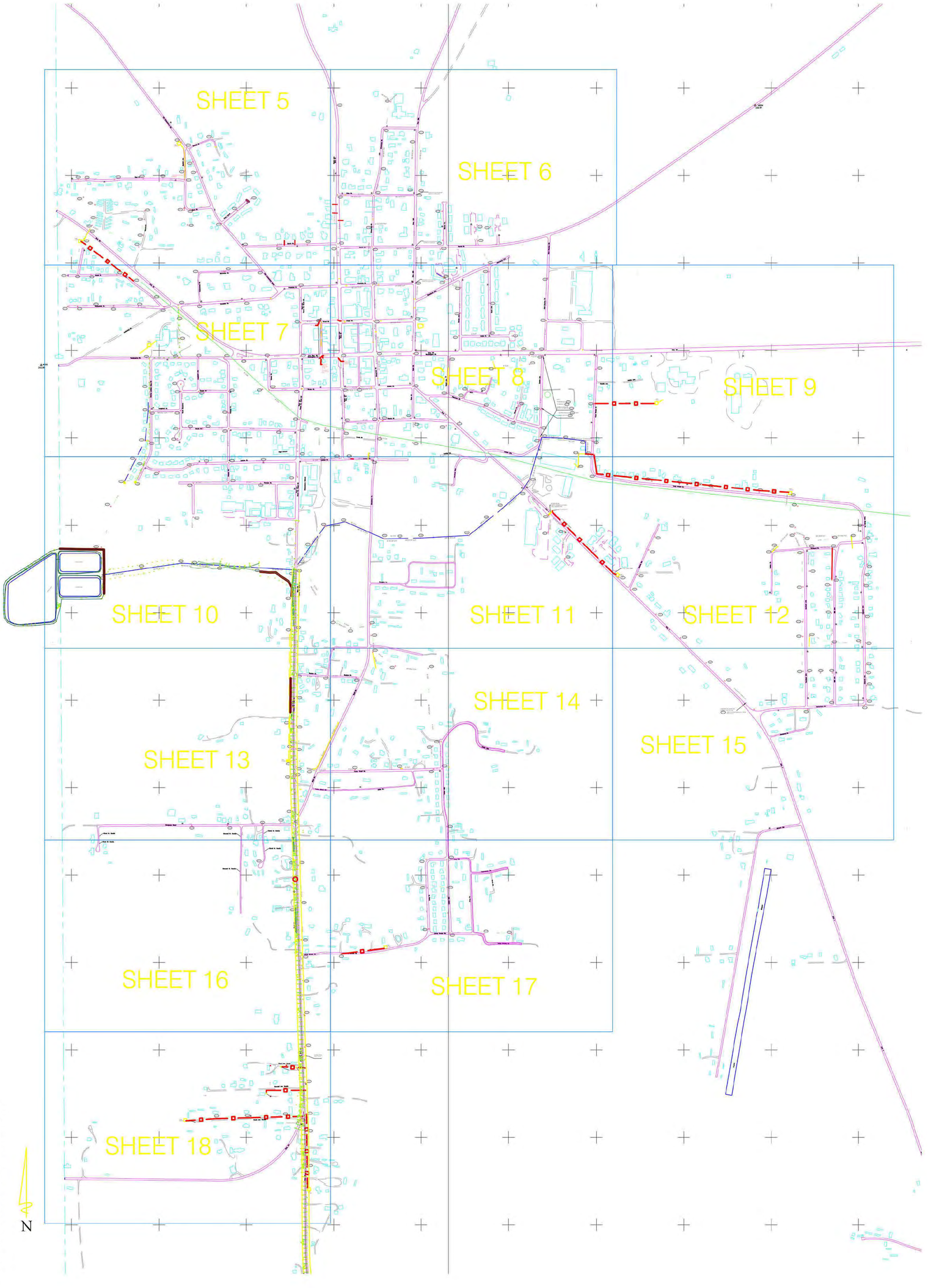
From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown Collection System for Environmental
Date: Tuesday, July 17, 2018 3:48:55 PM
Attachments: Collection System for Environmental 7-17-18.pdf

Here are the plans that show the collection system for Uniontown.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) (C)



INDEX LAYOUT SHEET

NTS

NO.	DATE	DESCRIPTION

SHEET 4 OF 18

002716

JOB NO. 14-043

DATE 09.09.2018

CHECKED GLS

DRAWN ED

UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

SEAL

SENTELL ENGINEERING

CIVIL . STRUCTURAL . ENVIRONMENTAL . SURVEYING

639 Black Bears Way
Tuscaloosa, AL 35401

Phone (205) 752-5564
www.sentell.net

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER TO BE REPLACED

SHEET INDEX

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7	8	9
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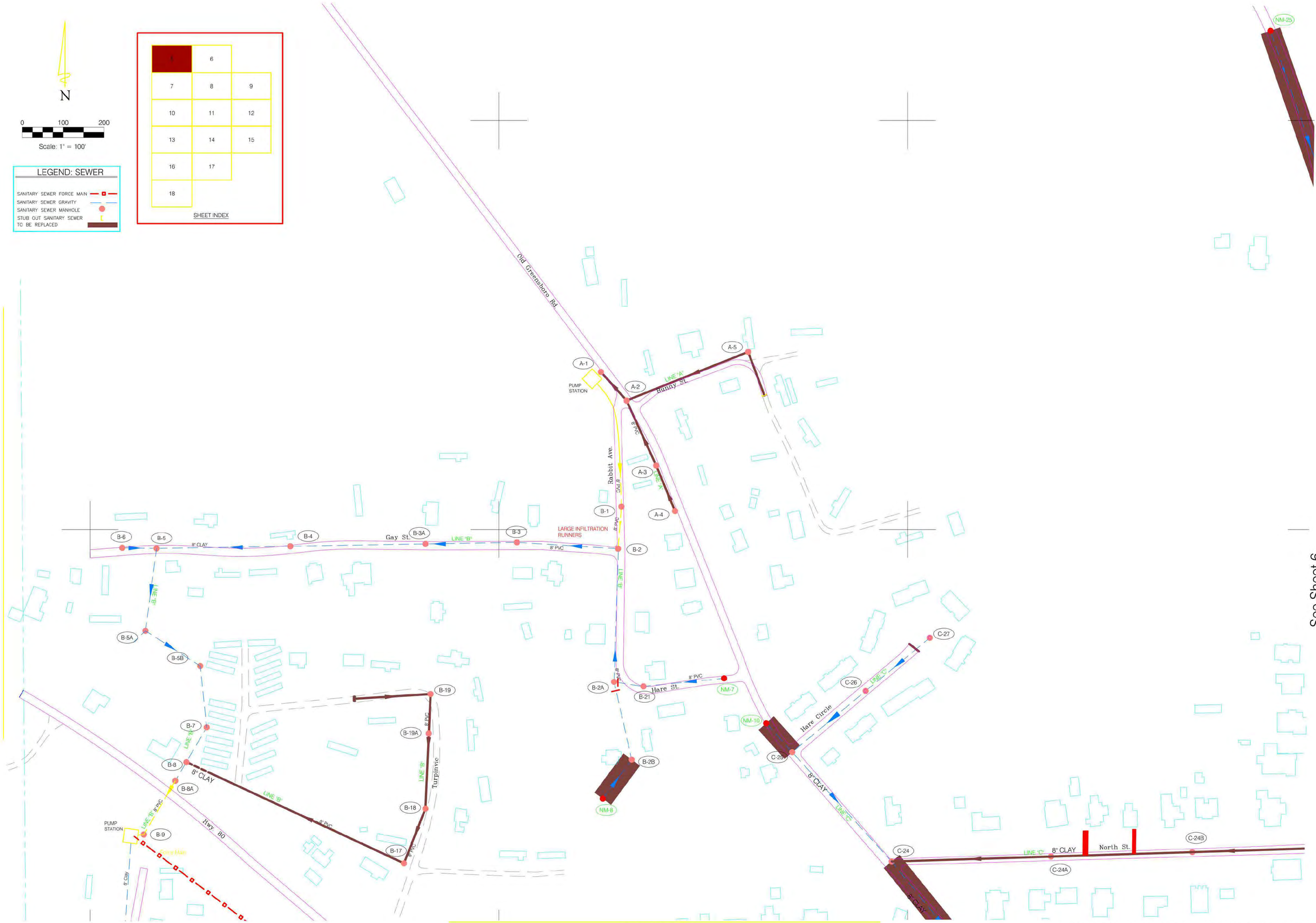
13	14	15
16	17	
18		



See Sheet 6

See Sheet 7

SEWER LINE & MANHOLE LAYOUT

1" = 100'

SENTELL ENGINEERING
CIVIL . STRUCTURAL . ENVIRONMENTAL . SURVEYING
639 Black Bears Way
Tuscaloosa, AL 35401
Phone (205) 752-5564
www.sentell.net

SEAL

ALABAMA PROFESSIONAL ENGINEER
No. 10503
REGISTERED
GILBERT L. SENTELL
LAND SURVEYOR

UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

NO	DESCRIPTION	DATE

DRAWN ED
CHECKED GLS
DATE 03-09-2018
JOB NO 14-043
SHEET 5 OF 18
602717



SEWER LINE & MANHOLE LAYOUT

1" = 100'

UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

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Tuscaloosa, AL 35401
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REGISTERED
GILBERT L. SENTELL
LAND SURVEYOR

NO	DATE	DESCRIPTION

DRAWN: ED
CHECKED: GLS
DATE: 03-09-2018
JOB NO: 14-043
SHEET: 6 OF 18
002718

See Sheet 5

See Sheet 8

See Sheet 10

Force Main

Hwy. 80

Jones St.

Raunsdale St.

Johnston St.

Washington St.

Franklin St.

McCorkle St.

Old Greensboro Road

Thomaseene St.

Front St.

West Ave.
Perry Co. Road 53

U.S. Hwy. 80
Washington St.

Martin Luther King Dr.

Langford Ave.

Green St.

Langford St.

Ward Meadows

Sumec St.

South St.

Green St.

RAIL ROAD

High School

PUMP STATION

348' SS 8" CLAY

8" CLAY

12" CLAY

18" PVC

LINE 'B'

LINE 'C'

LINE 'CC'

LINE 'E'

B-10 B-11 B-12 B-13 B-14 B-15 B-16

C-10A C-11 C-12 C-13 C-13A C-14 C-15 C-16 C-17 C-18 C-19 C-19A C-20 C-21 C-22 C-22A C-23

CC-1 CC-2 CC-3 CC-4 CC-5 CC-6 CC-7 CC-8 CC-9 CC-10 CC-11 CC-12 CC-13 CC-14 CC-15 CC-16 CC-16A CC-17 CC-21 CC-21A

C-21A

E-1 E-2 E-2A E-3 E-9 E-10 E-12 E-14

NM-9 NM-13 NM-31 NM-32

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER TO BE REPLACED

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SEWER LINE & MANHOLE LAYOUT

1"=100'

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UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

NO	DESCRIPTION	DATE

DRAWN: ED
CHECKED: GLS
DATE: 03-09-2018
JOB NO: 14-043
SHEET: 7 OF 18

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See Sheet 11

Franklin St.
8" CLAY
LINE "D"
NM-26
300 SS 8" CLAY
D-7
NM-28
415 SS 8" CLAY
D-9
Hwy. 183
178 SS 8" Clay
NM-29
Uniontown to locate and raise manhole for video acess
Hamburg Ave.
NM-40
345 SS 8" Clay
F-5
417 SS 8" Clay
Front St.
NM-39
8" CLAY
LINE "F"
375 SS 8" CLAY
D-8
NM-27
333' SS 8" CLAY
Water Ave.
Hwy. 61
243 SS 8" Clay
8" CLAY
NM-42
227 SS 8" Clay
NM-53
F-6
8" CLAY
F-4
Hwy. 80
Washington St.
384' SS 8" CLAY
E-8
8" CLAY
NM-34
369 SS 8" Clay
188 SS 8" Clay
NM-41
307 SS 8" Clay
Broadway St.
East St.
NM-35
Green St.
F-3
E-4
E-5
137' SS 8" CLAY
136' SS 8" CLAY
NM-36
391 SS 8" Clay
267 SS 8" Clay
E-6
E-7
F-2A
South St.
8" PVC
F-2
388' SS 8" CLAY
F-7
F-2B
E-20
CC-24
LINE "CC"
RAIL ROAD
Track St.
CC-25
F-1
CC-19
CC-19A
Loctus Ln.
James Ave.
N-13A
N-13
N-12
P-1A
P-1
Buck Ave.
Jeanie Ave.
N-11
N-10
N-9
Cobb St.
N-8
N-6
Sub Station Rd.
N-5
N-5A
N-7
N-4
NM-50
N-16
N-17
N-18
N-20
N-19
N-21
N-22
Royal Ave.
N-23
Pitts
Plumbee St.
N-25
N-26
Briery Ln.
N-24
N-2A
N-2
James Ave.
N-1A
243' SS 18" CLAY
N-1
NN-1A
259' SS 18" CLAY
18" CLAY
NN-1
NN-2
NN-4
Smith Ave.
NN-3
Cane Brake St.
NN-5A
NN-5
NOTE:
FROM MANHOLE N-3
TO MANHOLE N-1A
THERE IS A 45° IN LINE BEFORE THE MANHOLE N-1A
LINE FROM MANHOLE N-3 GOES UNDER MANHOLE N-2A

LEGEND: SEWER
SANITARY SEWER FORCE MAIN
SANITARY SEWER GRAVITY
SANITARY SEWER MANHOLE
STUB OUT SANITARY SEWER TO BE REPLACED

N

0 100 200
Scale: 1" = 100'

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LAND SURVEYOR GILBERT L. SETELL

UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

DESCRIPTION
DATE
NO

DRAWN: ED
CHECKED: GLS
DATE: 03-09-2018
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SHEET: 8 OF 18

SEWER LINE & MANHOLE LAYOUT

1"=100'

602720

See Sheet 7

See Sheet 11

C-2 C-5 C-1 C-6 C-7 C-8 C-9 C-10 C-12 CC-10 CC-12 CC-13 CC-18 NM-1 NM-2 NM-3 NM-4 NM-5 NM-12 G-1 G-1A G-1B G-1C G-2 G-2A G-3 G-4 G-5 G-5A G-5B G-5C G-6 G-7 G-8 G-11 G-12 G-13 G-14 X-1 X-2 H-1

18" PVC LINE 'C'

8" CLAY LINE 'C'

8" CLAY LINE 'CC'

8" CLAY LINE 'G'

8" CLAY LINE 'GA'

8" CLAY LINE 'GB'

8" CLAY LINE 'GC'

8" CLAY LINE 'GD'

8" CLAY LINE 'GE'

8" CLAY LINE 'GF'

Lucian St.

Sumac St.

Forniss St.

West Ave.
Perry Co Road 53

Elementary School

EXISTING POND

EXISTING POND

450' SS 18" CLAY

168' SS 18" CLAY

122' SS 18" CLAY

316' SS 18" CLAY

451' SS 18" CLAY

424' SS 18" CLAY

64' SS 18" CLAY

241' SS 18" CLAY

297' SS 18" CLAY

686' SS 8" CLAY

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

SANITARY SEWER FORCE MAIN

SANITARY SEWER GRAVITY

SANITARY SEWER MANHOLE

STUB OUT SANITARY SEWER TO BE REPLACED

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SEWER LINE & MANHOLE LAYOUT

1" = 100'

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UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

NO	DESCRIPTION	DATE

DRAWN ED

CHECKED GLS

DATE 03-09-2018

JOB NO. 14-043

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902721

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See Sheet 14

8" CLAY
8" CLAY
LINE "CC"
Lucian St.
CC-20
NM-14
Broadway St.
Douglas Ln.
RAIL ROAD
Yelvleng Way
G-9
15" CLAY
LINE "G"
497 SS 15" CLAY
G-9A
18" CLAY
G-9A1
185' SS 18" CLAY
G-9B
239' SS 18" CLAY
546' SS 18" CLAY
G-9C
G-9C1
198' SS 18" CLAY
18" CLAY
G-9D
234' SS 18" CLAY
LINE "F"
G-10
157' SS 15" CLAY
15" CLAY
G-10A
G-11
G-10B
NN-5B
O-6
8"
LINE "F"
204' SS 15" CLAY
15" CLAY
50' ROAD BORE
8" STEEL CASING 0.25" THICK
4" PVC CARRIER PIPE
4" CLEAN OUT
Hwy. 11
GG-1
196' SS 8" CLAY
GG-1A
282' SS 8" CLAY
GG-2
310' SS 8" CLAY
GG-3
4" PVC FORCE MAIN
LINE "GG"
6" PVC
LINE "H"
H-1
8" CLAY
217' SS 8" CLAY
LINE "H"
6" PVC
H-2
H-3
H-4
LINE "H"
8" CLAY
NM-44

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

SANITARY SEWER FORCE MAIN
SANITARY SEWER GRAVITY
SANITARY SEWER MANHOLE
STUB OUT SANITARY SEWER TO BE REPLACED

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SEWER LINE & MANHOLE LAYOUT

1"=100'

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PERRY COUNTY, ALABAMA

NO.
DESCRIPTION
DATE

DRAWN ED
CHECKED GLS
DATE 03-09-2018
JOB NO 14-043
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LEGEND: SEWER

SANITARY SEWER FORCE MAIN
SANITARY SEWER GRAVITY
SANITARY SEWER MANHOLE
STUB OUT SANITARY SEWER TO BE REPLACED

N

0 100 200
Scale: 1" = 100'

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UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

DESCRIPTION | DATE | NO

DRAWN: ED
CHECKED: GLS
DATE: 03-09-2016
JOB NO: 14-043
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SEWER LINE & MANHOLE LAYOUT

1"=100'

See Sheet 11

CLAY
LINE "Q"
Q-6
Q-4
8" PVC FORCE MAIN
8" CLAY
Q-5
Cane Brake St.
RAILI ROAD
Q-2
8" CLAY
PUMP STATION
Q-1
112' SS 10" CLAY
QQ-9
Q-7
112' SS 8" Clay
QQ-7
301' SS 10" CLAY
Q-8
Q-9
8" PVC
Q-10
Q-11
Q-12
Q-13
Gardner Ave.
Cedar St.
AA-3
AA-2
AA-1
Jessup Rd.
4" PVC FORCE MAIN
PUMP STATION
A-1
A-2
A-3
A-4
Hwy. 1
QQ-2
QQ-6B
QQ-6A
QQ-6
325' SS 8" PVC
219' SS 8" PVC
10" PVC
LINE "QQ"
151' SS 8" Clay
234' SS 8" PVC
S-4A
S-5
Orchard St
259' SS 8" Clay
NM-54
250' SS 8" Clay
S-4
QQ-1
QQ-3
QQ-4
QQ-5
S-2
S-3
8" CLAY
S-1
Mill Ave.
Church Ave.
R-2
R-1
Q-17
Q-18
Q-19
8" Clay
LINE "Q"
LINE "S"
LINE "R"
LINE "QQ"
6"W
8"W
4"W
2"W
10"W
12"W

See Sheet 10

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER TO BE REPLACED

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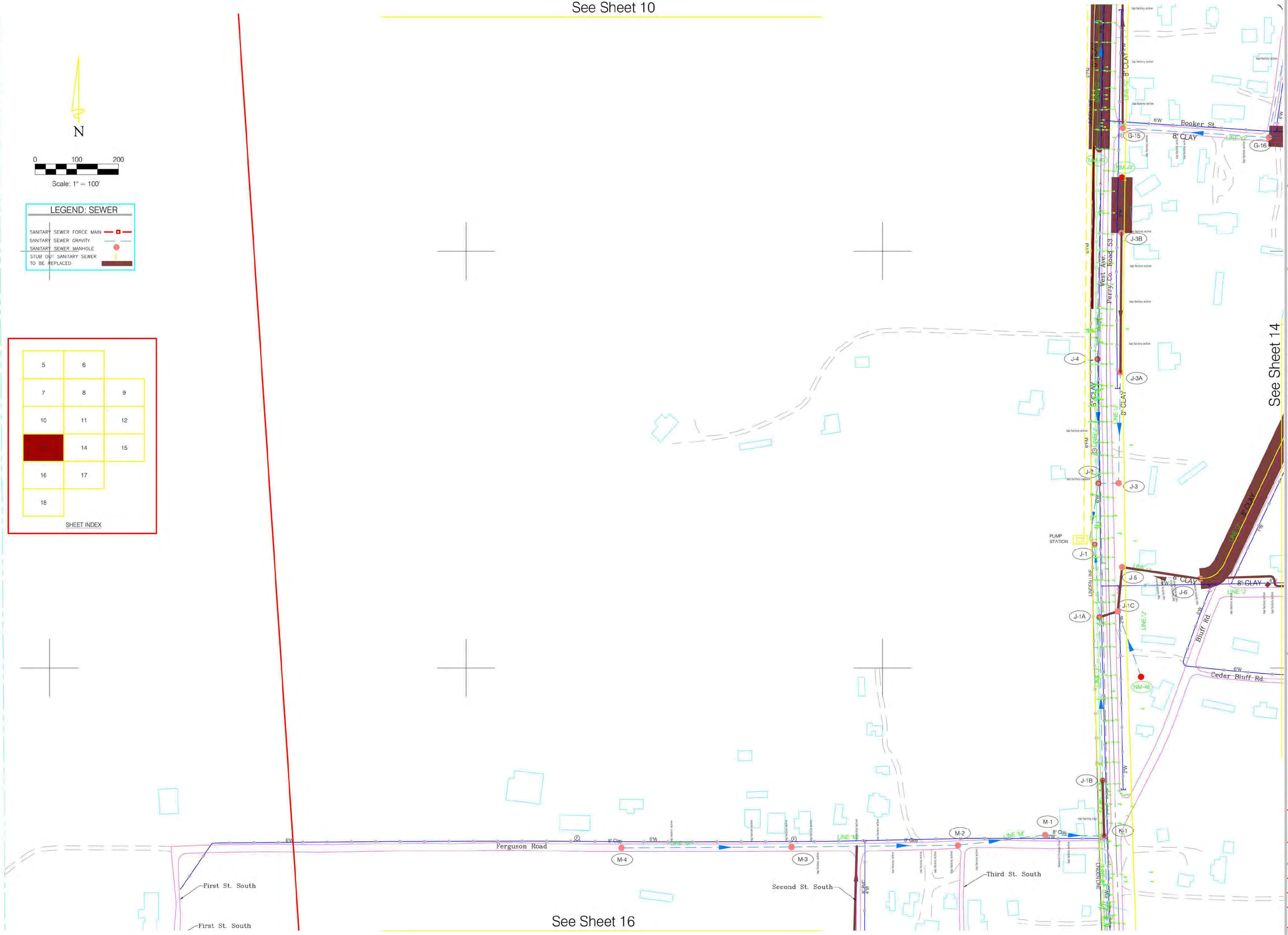

SEWER LINE & MANHOLE LAYOUT

1"=100'

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PERRY COUNTY, ALABAMA

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See Sheet 11



N

0 100 200

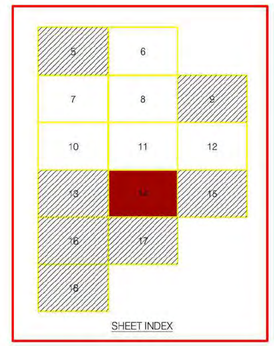
Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER
- TO BE REPLACED

LEGEND: WATER

- EXISTING WATER LINE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- CAP FOR WATER MAIN



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UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

DESCRIPTION	DATE	NO.

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SEWER LINE & MANHOLE LAYOUT

1"=100'

002725

See Sheet 12

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER TO BE REPLACED

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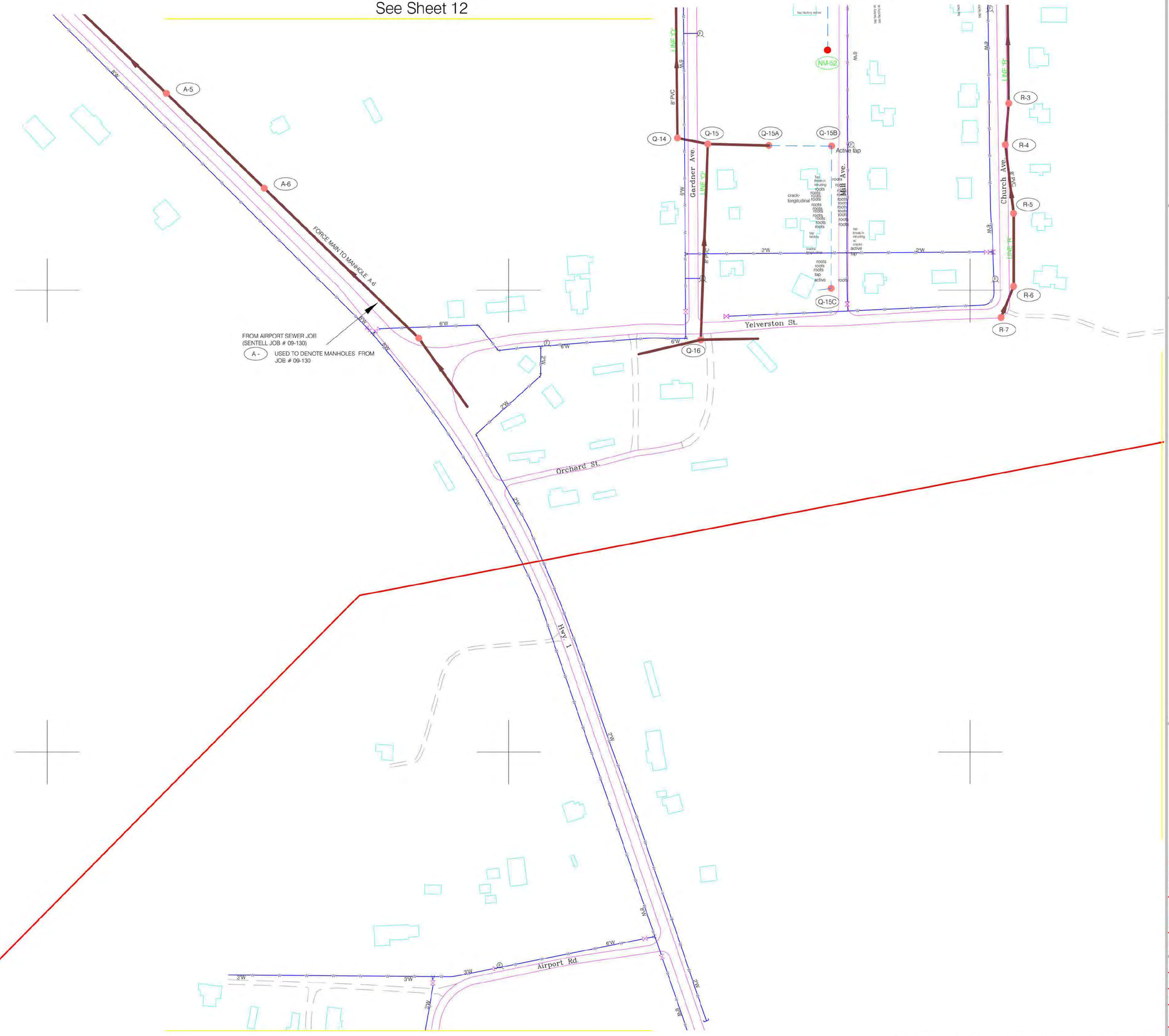

SEWER LINE & MANHOLE LAYOUT

1"=100'

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PERRY COUNTY, ALABAMA

NO.	DESCRIPTION	DATE

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First St. South

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

SANITARY SEWER FORCE MAIN
SANITARY SEWER GRAVITY
SANITARY SEWER MANHOLE
STUB OUT SANITARY SEWER TO BE REPLACED

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Second St. South

Third St. South

M-8

K-2

K-2A

K-2B

K-2A1

K-2C

K-3

K-3A

K-4

LINE "M" 8" PVC

LINE "K" 8" CLAY

LINE "K" 6W

Leroy Brown Dr.

West Ave

Perry Co. Road 53

See Sheet 18

SEWER LINE & MANHOLE LAYOUT

1"=100'

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PERRY COUNTY, ALABAMA

NO.	DESCRIPTION	DATE

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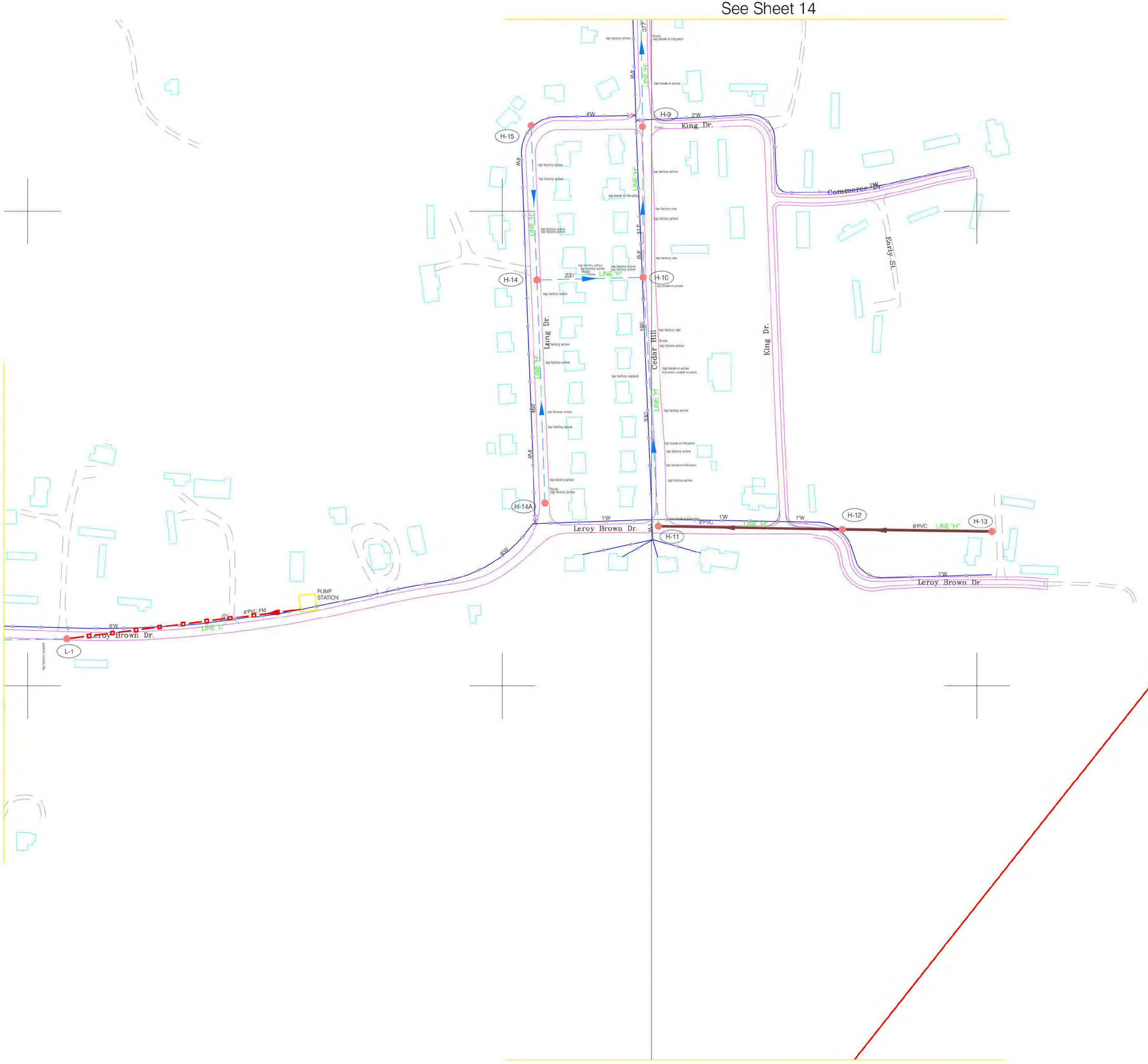

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER TO BE REPLACED

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SEWER LINE & MANHOLE LAYOUT

1"=100'

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PERRY COUNTY, ALABAMA

NO	DATE	DESCRIPTION

DRAWN: ED
CHECKED: GLS
DATE: 03-09-2018
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SHEET: 17 OF 18

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See Sheet 16

N

0 100 200

Scale: 1" = 100'

LEGEND: SEWER

- SANITARY SEWER FORCE MAIN
- SANITARY SEWER GRAVITY
- SANITARY SEWER MANHOLE
- STUB OUT SANITARY SEWER TO BE REPLACED

SHEET INDEX

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CHANGE FROM CLAY TO PVC

3"W First Ave. South

8" PVC

PVC FORCE MAIN

2-PUMP GRINDERS

2"W

3"W

Perry Co. Road 53

Second Ave. South

1"W

2" PVC

8" PVC

PUMP GRINDER

Third Ave. South

LINE "K"

8" PVC

K-5

K-6

K-7

K-8

K-9

K-10

K-11

K-12

K-13

PUMP STATION

2" PRESSURE LINE

PRESSURE MANHOLE

LINDEN LINE

Hwy. 53

PUMP STATION

SEWER LINE & MANHOLE LAYOUT

1"=100'

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UNIONTOWN SANITARY SEWER REHABILITATION

PERRY COUNTY, ALABAMA

DESCRIPTION	
DATE	
NO.	
DRAWN	ED
CHECKED	GLS
DATE	03-09-2018
JOB NO.	14-043
SHEET	18 OF 18

002729

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown E-500 Contract.
Date: Friday, June 28, 2019 12:05:21 PM
Attachments: E&O Section 2.pdf

Section #2 E-500 contract.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: SBR & MBR Systems

    b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

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Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: n/a Provide an Environmental Report as defined at 7 CFR 1970 or other Agency approved format. The Environmental Report must be concurred in by the Agency.

15. Furnish [1] review copies of the Report and any other Study and Report Phase deliverables to Owner within [90] days of the Effective Date and review it with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies

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and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [14] days of receipt of Owner's and Agency's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

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7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: n/a

10. Furnish [1] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [90] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

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2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: n/a The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, [1] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [90] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

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11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1] final copies of such documents to Owner within [30]days after receipt of Owner's comments and instructions.

12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.

13. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel; lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. *The* deminimis and minor components waiver *{none}* apply to this contract.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [2]. If more prime

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contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: n/a Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.

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10. Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.

11. Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR: Deleted*

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

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6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees

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the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

c. The visits described in Article A105.A.9a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statues mandating domestic preference, if applicable.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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d. Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this

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Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: n/a

    a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. (a)Obtain the Contractors'

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Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractor's, and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: n/a

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

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d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. [Deleted] Preparing Record Drawings, and furnishing such Record Drawings to Owner.

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

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2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" are substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: n/a

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B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

A. **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

B. **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American Iron and Steel requirements.

C. **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.

D. Where the owner provides their own engineering and/or construction services, **providing** copies of engineers', contractors', and manufacturers' certification letters (*as applicable)* to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.

E. Where the owner directly procures American Iron and Steel products, **including** American Iron and Steel clauses in the procurement contracts and **obtaining** manufacturers' certification letters and **providing** copies to consulting engineers and contractors.

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This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [10/29/2018].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount (b) (4) based on the following estimated distribution of compensation:

a.	Study and Report Phase	$(b) (4)
b.	Preliminary Design Phase	$(b) (4)
c.	Final Design Phase	$(b) (4)
d.	Bidding and Negotiating Phase	$ (b) (4)
e.	Construction Phase	$(b) (4)
f.	Post-Construction Phase	$(b) (4)

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):[8" x 11" Copies, Copies of Drawings

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the

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billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

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COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually as of 10/29/19 to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost at no cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions		$ .50 /page
Copies of Drawings		$ .50 /sq. ft.
Mileage (auto)		$ [ ]/mile
Air Transportation		at cost
CAD Charge		$ [ ]/hour
Laboratory Testing		at cost
Health and Safety Level D		$ [ ]/day
Health and Safety Level C		$ [ ]/day
Meals and Lodging		at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project.]

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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII (Principal Engineer)	(b) (4) hour
Billing Class VII (Senior Engineer / Project Engineer)	hour
Billing Class VI (Structural Engineer)	hour
Billing Class V (Civil Engineer)	hour
Billing Class IV(Engineering Technician)	hour
Billing Class III (PLS)	hour
Billing Class II (Survey Crew)	hour
Billing Class I (Cad Operator/Inspector)	hour
Administrative Support Staff	hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT E**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/29/2018

[Notes to User

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Uniontown Sanitary Sewer Collection and Treatment Improvements

OWNER: The Waterworks and Sewer Board of The City of Uniontown

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Sentell Engineering, Inc.

NOTICE DATE:

To: **The Waterworks and Sewer Board of The City of Uniontown**
Owner

And To: _____
Contractor

From: **Sentell Engineering, Inc.**
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated .

Insurance (See Certificates of Insurance inserted here.)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1)	Bodily injury, each accident:	$[ ]
2)	Bodily injury by disease, each employee:	$[ ]
3)	Bodily injury/disease, aggregate:	$[ ]

c. General Liability --

1)	Each Occurrence (Bodily Injury and Property Damage):	$[ ]
2)	General Aggregate:	$[ ]

d. Excess or Umbrella Liability --

1)	Per Occurrence:	$[ ]
2)	General Aggregate:	$[ ]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$[ ]

f. Professional Liability –

1)	Each Claim Made	$[ ]
2)	Annual Aggregate	$[ ]

g. Other (specify): $[ ]

2. By Owner:

a. Workers' Compensation: Statutory

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b. Employer's Liability --

1)	Bodily injury, Each Accident	$[ ]
2)	Bodily injury by Disease, Each Employee	$[ ]
3)	Bodily injury/Disease, Aggregate	$[ ]

c. General Liability --

1)	General Aggregate:	$[ ]
2)	Each Occurrence (Bodily Injury and Property Damage):	$[ ]

d. Excess Umbrella Liability

1)	Per Occurrence:	$[ ]
2)	General Aggregate:	$[ ]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

$[ ]

f. Other (specify): $[ ]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [ ]
Engineer

b. [ ]
Engineer's Consultant

c. [ ]
Engineer's Consultant

d. [ ]
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
(b) (4)

CONTACT NAME: (b) (4), (b) (6)
PHONE (A/C, No.):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: (b) (4)	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sentell Engineering, Inc.
639 Black Bears Ways
Tuscaloosa AL 35401

COVERAGES **CERTIFICATE NUMBER:** 18-19 PL w/ 19-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	Y	(b) (4)	3/3/2019	3/3/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		(b) (4)	3/3/2019	3/3/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			(b) (4)	3/3/2019	3/3/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability			(b) (4)	7/20/2018	7/20/2019	Per Occurrence Aggregate Limit	$1,000,000. $2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Water Works and Sewer Board of the City of Uniontown are named as Additional Insured and Waiver of Subrogation included under General Liability Coverage. Additional Insured included under the Business Auto policy. Includes 10 Day Notice of Cancellation.

CERTIFICATE HOLDER

The Water Works and Sewer Board of
the City of Uniontown
P O Box
Uniontown, AL 36786

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
(b) (6)

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Client#: 1105310 SENTEENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
(b) (4)

CONTACT NAME: (b) (4), (b) (6)
PHONE (A/C, No,
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: (b) (4)
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Sentell Engineering, Inc.
P.O. Box 1246
Tuscaloosa, AL 35403

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			(b) (4)	01/01/2019	01/01/2020	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

The Water Works and Sewer Board
of the City of Uniontown
100 Front St.
Uniontown, AL 36786

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
(b) (6)

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002765 (b) (4)

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by TBD if needed. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted byLaws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

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This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Special Provisions

Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties: n/a

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This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018 .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: The Waterworks and Sewer Board of the City of Uniontown

Engineer: Sentell Engineering, Inc.

Project: Uniontown Sanitary Sewer Collection and Treatment Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

It is agreed upon that the City of Uniontown will create a Uniontown Utilities Board and it is agreed that the Sentell Engineering, Inc. contract for the Sanitary Collection and Treatment Improvements will be automatically transfer from an Agreement between Sentell Engineering, Inc. and the City of Uniontown, Alabama to an agreement between Sentell Engineering, Inc. and the newly created Utilities Board entity.

Agreement Summary:

Original agreement amount:	$
Net change for prior amendments:	$
This amendment amount:	$
Adjusted Agreement amount:	$

Change in time for services (days or date, as applicable): _____

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
The Waterworks and Sewer Board of the City of Uniontown	Sentell Engineering, Inc.
By:	By:
Print name:	Print name: Gilbert L. Sentell
Title: Chairman	Title: President
Date Signed:	Date Signed:

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From: Suzanne Sentell
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown E-500 Contract
Date: Friday, June 28, 2019 10:55:33 AM
Importance: High

Please review the above contract as soon as possible. I adjusted this contract just like Greene County contract. Board meets on July 2nd and we would like to get them to execute then.

Thanks,

Ed Morris



Virus-free. www.avg.com

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown E-500 contract
Date: Friday, June 28, 2019 12:02:47 PM
Attachments: E&O sect 1.pdf

Please review the attached E-500 contract. I changed the previous contract to reflect the changes that we made recently made to the Greene County E-500 documents.
The contract will be sent in several e-mails to meet the data l;imits of the server.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

UNIONTOWN SANITARY SEWER COLLECTION AND TREATMENT IMPROVEMENTS
FOR
THE WATERWORKS AND SEWER BOARD OF THE CITY OF UNIONTOWN

SENTELL ENGINEERING, INC.
639 BLACK BEARS WAY
TUSCALOOSA, ALABAMA 35401

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EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

The Waterworks and Sewer Board of the City of Uniontown ("Owner") and

Sentell Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Uniontown Sanitary Sewer Collection and Treatment Improvements ("Project")

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Engineering research in accordance with the Perry County Circuit Court Order to bring the sanitary sewer collection and treatment facility into compliance with ADEM and AWCPA laws and regulations. Design which includes environmental studies, surveying, permitting, construction plans, contract documents, and construction specifications to rehabilitate the entire collection system and treatment facilities that collect and treat sanitary sewage from the City of Uniontown

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices must include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

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1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any Revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. Opinions of Total Project Costs and any revisions thereof should reflect compliance with

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American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statues mandating domestic preference.

B. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A-Agriculture, Rural Development, Food and Drug Administration, and related agency's Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

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a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

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N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ may jointly develop such protocols.

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

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy

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and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

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

b. by Engineer:

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

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of Alabama.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for

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consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

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E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or

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standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

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30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

B. *Day*:

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1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not used

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Construction Cost Limit. Not used

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

A. Agency Concurrence Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. Audit and Access to Records. Owner, Agency the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with *"Byrd anti-lobbying amendment (31 U.S.C. 1352)"* if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it

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or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.

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

Owner: The Waterworks and Sewer Board of The City of Uniontown	Engineer: Sentell Engineering, Inc.
By:	By:
Print name:	Print name: Gilbert L. Sentell
Title: Chairman	Title: President
Date Signed:	Date Signed:
	Engineer License or Firm's Certificate No. (if required): 10503
	State of: Alabama
Address for Owner's receipt of notices: Uniontown, AL 36786	Address for Engineer's receipt of notices: P.O. Box 1246 Tuscaloosa, AL 35403
Hon.	
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A): Ed Morris or Gilbert Sentell
Title: Chairman	Title: Project Engineer/Principal Engineer
Phone Number:	Phone Number: 205-752-5564
E-Mail Address:	E-Mail Address: emorris@sentell.net gsentell@sentell.net

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From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown EJCDC Contract
Date: Monday, October 29, 2018 9:10:03 AM
Attachments: CTEJCDC.pdf

I am sending the documents in two parts.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

ASCE
American Society of Civil Engineers

National Society of Professional Engineers®

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 10/25/2018 ("Effective Date") between City of Uniontown ("Owner") and Sentell Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Uniontown Sanitary Sewer Collection and Treatment Improvements
Un("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Preparation of contract documents & specifications, design of sanitary sewer collection & treatment improvements

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

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1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

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ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

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resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

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Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

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B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

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

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

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G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

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

b. by Engineer:

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

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

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then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of Alabama.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

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F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not used

E. Exhibit E, Notice of Acceptability of Work.

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F. Exhibit F, Construction Cost Limit. Not used

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Uniontown	Engineer: Sentell Engineering, Inc.
By:	By:
Print name: Hon. Jamaal Hunter	Print name: Gilbert L. Sentell
Title: Mayor	Title: President
Date Signed:	Date Signed:
	Engineer License or Firm's Certificate No. (if required): 10503
	State of: Alabama
Address for Owner's receipt of notices: P.O. Box 1069 Uniontown, AL 36786	Address for Engineer's receipt of notices: P.O. Box 1246 Tuscaloosa, AL 35403
Designated Representative (Paragraph 8.03.A): Hon. Jamaal Hunter	Designated Representative (Paragraph 8.03.A): Ed Morris or Gilbert Sentell
Title: Mayor	Title: Project Engineer/Principal Engineer
Phone Number: 334-628-2011	Phone Number: 205-752-5564
E-Mail Address: jamaalhunter5219@gmail.com	E-Mail Address: emorris@sentell.net gsentell@sentell.net

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT A**, consisting of [16] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/25/2018

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: SBR &MBR Systems

    b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

    c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [0]alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: n/a

15. Furnish [1] review copies of the Report and any other Study and Report Phase deliverables to Owner within [90] days of the Effective Date and review it with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [1] copies of the revised Report and

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any other Study and Report Phase deliverables to the Owner within [14] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

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8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: n/a

10. Furnish [1] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [90] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

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authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: n/a

10. Furnish for review by Owner, its legal counsel, and other advisors, [1] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [90] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1] final copies of such documents to Owner within [30]days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [5]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

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7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: n/a

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR: Deleted*

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

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From: Ed Morris
To: (b) (6) "
Cc: Emefa Butler; Taylor, John - RD, Montgomery, AL
Subject: Uniontown FONSI advertisement
Date: Friday, September 21, 2018 10:27:49 AM
Attachments: Uniontown NOF 180927.docx

Please run the attached FONSI advertisement in the non-classified section of the paper on September 27, 28, and 29th.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) (C)

DEPARTMENT OF AGRICULTURE
Rural Development

City of Uniontown: Notice of Finding of No Significant Impact

AGENCY: Rural Utility Service, USDA

ACTION: Notice of Finding of No Significant Impact.

SUMMARY: The Rural Utility Service (RUS) has made a Finding of No Significant Impact (FONSI) with respect to a request for possible financing assistance to City of Uniontown for the construction of the Sanitary Sewer Collection and Treatment Facility Rehabilitation in Perry County, Alabama.

FURTHER INFORMATION: To obtain copies of the EA and FONSI, or for further information, contact: Nivory Gordon, Jr., Area Director at USDA, RD, 321 Depot Street, Camden, AL 36726, 334-682-4116 Ext. 110 or via email at Nivory.gordon@al.usda.gov. The EA and FONSI are also available for public review at Uniontown City Hall.

SUPPLEMENTARY INFORMATION: The City of Uniontown proposes to rehabilitate the city's wastewater collection system and construct screening facilities, pump stations and a force main to transport the wastewater to the City of Demopolis for treatment at their wastewater treatment plant. The existing treatment lagoons and effluent spray field would be decommissioned and reclaimed. Alternatives considered by RUS and City of Uniontown include: No action and two types of treatment systems that would discharge into Freetown Creek. The alternatives are discussed in the EA. The RUS has reviewed and approved the EA for the proposed project.

The availability of the EA for public review was announced via notice in the Selma Times-Journal on September 13 and 20, 2018. A 14-day comment period was announced in the newspaper notice. The EA was also available for public review at the USDA Rural Development office as well as City of Uniontown's city hall offices. No comments pertaining to environmental concerns with the proposed project were received.

Based on its EA, commitments made by City of Uniontown, and public comments received, RUS has concluded that the project would have no significant impact (or no impacts) to water quality, wetlands, floodplains, land use, aesthetics, transportation, or human health and safety.

The proposed Project will utilize the Nationwide Programmatic Agreement Among the U.S. Department of Agriculture Rural Development Programs, National Conference of State Historic Preservation Officers and The Advisory Council on historic Preservation for Sequencing Section 106 (NPA) to achieve compliance with the Nation Historic Preservation Act and formally determine effects on historic properties listed or eligible for listing on the National Register of Historic Places. The Agency has concluded that the proposed project is not likely to affect federally listed threatened and endangered species or designated critical habitat thereof. The proposed project would not disproportionately affect minority and/or low income populations.

No other potential significant impacts resulting from the proposed project have been identified. Therefore, RUS has determined that this FONSI fulfills its obligations under the National Environmental Policy Act, as amended (42 U.S.C. 4321 et seq.), the Council on Environmental Quality Regulations (40

CFR §§ 1500-1508), and USDA Rural Development's Environmental Policies and Procedures (7 CFR Part 1970) for its action related to the project.

RUS is satisfied that the environmental impacts of the proposed project have been adequately addressed. RUS's federal action would not result in significant impacts to the quality of the human environment, and as such it will not prepare an Environmental Impact Statement for its action related to the proposed project.

Dated: September 27, 2018

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown Sewer Improvements Project- E-500
Date: Wednesday, July 10, 2019 7:54:27 AM
Attachments: Russ Certification-Compensation Breakdown.pdf

Please review the attached Russ 1780-26 and Exibit C- Basic services.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [10/29/2018].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount (b) (4) based on the following estimated distribution of compensation:

	Collection Phase	Treatment Phase	Total
a. Study and Report Phase	(b) (4)		
b. Preliminary Design Phase			
c. Final Design Phase			
d. Bidding and Negotiating Pha			
e. Construction Phase			
f. Post-Construction Phase			

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):[8" x 11" Copies, Copies of Drawings

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RUS CERTIFICATION PAGE

PROJECT NAME: Uniontown Sanitary Sewer Collection and Treatment Improvements

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services		$ (b) (4)
Resident Project Observation		$
Additional Services		$ (b) (4)
	TOTAL:	$ (b) (4)

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer Date

Gilbert L. Sentell, President
Name and Title

Owner Date

Clarence Black, Chairman
Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name and Title

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown Sewer Improvements
Date: Tuesday, July 17, 2018 9:47:22 AM

Here is a map that shows the route of the force main to Demopolis.
https://www.dropbox.com/s/efeqf2p8eps2zds/Force%20Main%20From%20Uniontown%20to%20Demopolis.pdf?dl=0
I will send you the maps of the collection system and force main to the mechanical plants this afternoon.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (O)
(b) (6) [redacted] (C)

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown Sewer Improvements.
Date: Wednesday, February 13, 2019 5:28:09 PM
Attachments: Alabama Historical Commission Concurance.pdf

Please review the attached Alabama Historical Concurrance.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

February 11, 2019

Ed Morris
Sentell Engineering, Inc.
Post Office Box
Tuscaloosa, Alabama 35403

Re: AHC 2018-1176
WWTP Rehabilitation
Uniontown
Perry County

Dear Mr. Morris:

We concur with the above referenced project provided all construction activities will occur within either the highway right-of-way or in previously disturbed areas. Any area that is to be involved and does not fall into one of the above categories will require a cultural resource assessment by a professional archaeologist. Submit the resulting report to our office for review and determination prior to project initiation. Please forward the locations of the two proposed pumping stations when they are finalized. These sites may require archaeological survey.

Should artifacts or archaeological features be encountered during project activities, work shall cease and our office shall be consulted immediately. Artifacts are objects made, used or modified by humans. They include but are not excluded to arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicate disturbance by human activity. Some examples are post holes, building foundations, trash pits and even human burials. This stipulation shall be placed on the construction plans to insure contractors are aware of it.

We appreciate your commitment to helping us preserve Alabama's historic archaeological and architectural resources. Should you have any questions, please contact Amanda McBride at 334.230.2692 or Amanda.McBride@ahc.alabama.gov. Have the AHC tracking number referenced above available and include it with any future correspondence.

Sincerely,

(b) (6)

Lee Anne Wofford
Deputy State Historic Preservation Officer

LAW/AMH/amh

From: Ed Morris
To: Taylor, John - RD, Montgomery, AL
Subject: Uniontown Sewer Improvements
Date: Monday, July 1, 2019 6:08:04 PM
Attachments: doc00796520190701170408.pdf

Here is the breakdown added to the Basic Compensation Packet.

Sentell Engineering, Inc.
639 Black Bears Way
Tuscaloosa, Alabama 35401
205.752.5564 (0)
(b) (6) (C)

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e. Construction Phase			
f. Post-Construction Phase			

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