

**CITY OF CULLMAN
RESOLUTION NO. 2026-72**

WHEREAS, the City of Cullman has received a Community Development Block Grant to implement a Neighborhood Improvement Project on Logan Street SW, 6th Steet SW, and Austin Avenue SW.

WHEREAS, in accordance with federal regulations the City of Cullman solicited, received, and evaluated proposals from qualified engineering firms to provide all project design and inspections services required to implement all approved federal grant projects in accordance with federal regulations.

WHEREAS, the Cullman City Council selected St. John and Associates to provide grant administration services for all federal grants approved through FY2026.

THAT, Woody Jacobs, Mayor, be and is hereby authorized to enter into a contract with St. John and Associates to provide all engineering design and inspection services required to implement the above referenced project in accordance with the approved ADECA engineering fee scale commensurate with the scope of services required to adequately discharge all engineering and inspection services associated required to implement the construction phase of this project.

ADOPTED this 9th day of February 2026.

ATTEST:

President of the City Council

City Clerk

APPROVED BY THE MAYOR this the 9th day of February, 2026.

Mayor

COUNCIL AGENDA REQUEST

Date: 02.03.2026

Department: Engineering **Name:** Erica York

Phone: 256-775-7112 **Email:** eyork@cullmanal.gov

Type of request (select all that apply):

- | | | |
|---|--|--|
| <input type="checkbox"/> Alcohol License | <input type="checkbox"/> Annexation | <input type="checkbox"/> Bid Award |
| <input type="checkbox"/> Budget Amendment | <input type="checkbox"/> Change Order | <input type="checkbox"/> Codification Change |
| <input checked="" type="checkbox"/> Contract Approval | <input type="checkbox"/> Petition | <input type="checkbox"/> Proclamations |
| <input type="checkbox"/> Public Comment | <input type="checkbox"/> Resolution | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> Special Event | <input type="checkbox"/> Tax Abatement | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Other | | |

Reason for Request:

Authorize mayor to enter into agreement with St. John and Associates for the Logan Street CDBG project.

Supporting Documentation:

☒ Attach supporting documentation.

Signature: Pam Leslie for Erica York

Approval Sequence:

1. Administration – City Clerk’s Office

Verifies form is completed and proper documentation is attached.

☒ Approved to Move Forward ☐ Rejected ☐ Return to Requestor

Comments: _____

Signature: Pam Leslie **Date:** 02.03.2026

2. Council Committee Chairperson

Ensures necessity of the requested expense.

☒ Approved to Move Forward ☐ Rejected ☐ Return to Admin

Comments: Signed by: _____ Cullman City Council Place 3

Signature:  **Date:** February 3, 2026 | 7:04 PM CST

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3. Council President

☒ Approved for Council Agenda ☐ Rejected ☐ Return to Committee

Comments: Signed by: _____ Council President

Signature:  **Date:** February 4, 2026 | 3:58 PM CST

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4. Administration – City Clerk’s Office

☒ Added to Council Agenda **Date of Meeting:** 2/9/2026

Comments: Signed by: _____

Signature:  **Date:** February 4, 2026 | 4:04 PM CST

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ENGINEERING SERVICES CONTRACT

BETWEEN

THE CITY OF CULLMAN

AND

St. John and Associates, Incorporated

THIS AGREEMENT, entered into as of this **10th day of February 2026**, by and between **ST. JOHN AND ASSOCIATES, INCORPORATED** (Herein called the **ENGINEER**) and **THE CITY OF CULLMAN, ALABAMA** (herein called the **LOCAL GOVERNMENT**). This Contract concerns Community Development Block Grant Project Number **LR-CM-CP-25-006** for the **Logan Street Improvement Project** which will consist of trenchless and open-cut replacement of deteriorated sanitary sewer lines and manholes, replacement of waterlines along with services to the right-of-way, drainage system improvements, sidewalk ADA accessibility improvements and roadway improvements along Logan Street SW, 6th Street SW, and Austin Avenue, SW.

WITNESSETH THAT:

WHEREAS, the **LOCAL GOVERNMENT** desires to engage the **ENGINEER** to render technical and professional Engineering services, hereinafter described in connection with the **ALABAMA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM** as requested by the **LOCAL GOVERNMENT** officials.

NOW, THEREFORE, the **LOCAL GOVERNMENT** and the **ENGINEER** do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF ENGINEER

The **LOCAL GOVERNMENT** agrees to engage the **ENGINEER** and the **ENGINEER** hereby agrees to perform professional services hereinafter set forth in connection with the Alabama Community Development Block Grant Program for the **LOCAL GOVERNMENT**, for Engineering and Inspection services, in a professional and proper manner, as prescribed in accordance with accepted ADEM practices.

ARTICLE II - SCOPE OF SERVICES FOR ENGINEERING SERVICES

A. BASIC SERVICES

The **ENGINEER** shall provide professional and technical engineering assistance to the **LOCAL GOVERNMENT** to include, but not necessarily to be limited to design and final inspection of the project improvements.

B. RESIDENT INSPECTION SERVICES

If requested by the **LOCAL GOVERNMENT** or recommended by the **ENGINEER** and agreed to in writing, a project representative will be furnished and directed by the **ENGINEER** to provide part-time observation at the Project site during construction.

C. ADDITIONAL SERVICES

If authorized in writing by the LOCAL GOVERNMENT the ENGINEER shall furnish additional services which are not considered as an integral part of this contract. Under this agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the LOCAL GOVERNMENT and the ENGINEER, and written authorization from the LOCAL GOVERNMENT to proceed, the ENGINEER will provide the additional services.

ARTICLE III - PERIOD OF SERVICE

ENGINEER'S obligation to provide services as contained in Article II will extend for a reasonable period of time for the design, award of contracts and construction of the project and required extensions thereto.

Upon execution of this contract, the ENGINEER shall proceed with the performance of the Design Phase, so as to deliver all necessary Contract Documents, Final Plans and Specifications, and necessary ADEM permits or concurrence for all authorized work on the project within 90 calendar days from the date of this agreement. The ENGINEER cannot guarantee permit approval by governing authorities.

Services to be provided shall commence upon grant approval by the State of Alabama and execution of this document and will continue for reasonable period of time until all specifications of the proposed Alabama Community Development Block Grant Program have been completed. This Contract shall terminate upon final closeout approval of the Project by the Alabama Department of Economic and Community Affairs.

ARTICLE IV - GENERAL PROVISIONS

A. PERSONNEL

The ENGINEER warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

B. OFFICE SPACE

The ENGINEER agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the LOCAL GOVERNMENT.

C. SUBCONTRACTS

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

D. ACCESS TO MATERIALS

The LOCAL GOVERNMENT agrees to make available to the ENGINEER any maps, documents and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the CDBG Program of the LOCAL GOVERNMENT, at no expense to the ENGINEER.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the LOCAL GOVERNMENT agrees to pay the ENGINEER for all costs, direct and indirect, attributable to the services rendered (as described in ARTICLE II of this Agreement). Such payment shall be due upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid under this section for services called for in ARTICLE II.A shall be **\$160,000.00** as determined by the required fee scale and shall be paid according to ADECA Policy Letter Number 25 dated October 1, 1999 (Attachment I).

The fee scale breakdown is as follows:

Surveying - Topo, Boundary, ROW, Easements	\$ -0-
Engineering - Design, Plans and Specifications (60 percent)	\$ 96,000.00
Construction Phase Services and Observation (30 percent)	\$ 48,000.00
Final Payment (10 percent)	<u>\$ 16,000.00</u>
Total	<u>\$160,000.00</u>

ARTICLE VI - TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE/BREACH OF CONTRACT

If through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner their obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this Contract the LOCAL GOVERNMENT shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the ENGINEER under this Contract shall, at the option of the LOCAL GOVERNMENT, become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the LOCAL GOVERNMENT by virtue of any breach of Contract by the ENGINEER, and the LOCAL GOVERNMENT may withhold any payments to the ENGINEER for the purpose of set off until such time as the exact amount of damages due the LOCAL GOVERNMENT from the ENGINEER is determined.

B. TERMINATION FOR CONVENIENCE OF THE LOCAL GOVERNMENT

The LOCAL GOVERNMENT may terminate this contract at any time by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the LOCAL GOVERNMENT, become its property.

If the Contract is terminated by the LOCAL GOVERNMENT, as provided herein, the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and material. The ENGINEER shall also be reimbursed (in addition to the above) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract incurred by the ENGINEER during the uncompleted portion of the services covered under this Contract. If this Contract is terminated due to the fault of the ENGINEER, the above clause relative to termination shall apply.

C. CHANGES

The LOCAL GOVERNMENT may, from time to time, request changes of the ENGINEER, in the Scope of Services to be performed hereunder. Such changes or re-negotiation, including any increase or decrease in the amount of the ENGINEER'S compensations, which is mutually agreed upon by and between the LOCAL GOVERNMENT and the ENGINEER, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions, through a written Amendment to this document.

D. ASSIGNABILITY

The ENGINEER shall not assign any interest on this CONTRACT, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the LOCAL GOVERNMENT; provided however, that claims for money by the ENGINEER from the LOCAL GOVERNMENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the LOCAL GOVERNMENT.

E. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, 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 the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the amount of the construction contract.

F. REPORTS AND INFORMATION

The ENGINEER, at such times and in such forms as the LOCAL GOVERNMENT may require, shall furnish to the LOCAL GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by the Contract.

G. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., given to, or prepared or assembled by the ENGINEER under this Contract are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL GOVERNMENT.

H. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the ENGINEER in the United States or in any other country. The LOCAL GOVERNMENT shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

I. COMPLIANCE WITH LOCAL LAWS

The ENGINEER shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the local government(s).

J. AUDITS AND INSPECTION/ACCESS TO RECORDS/RECORD RETENTION:

At any time during normal business hours and as often as the LOCAL GOVERNMENT may deem necessary, the ENGINEER shall make available to the LOCAL GOVERNMENT for examination all of its records with respect to matters covered by this Contract and will permit the LOCAL GOVERNMENT to audit, examine and make excerpts or transcripts from such records and to make audits of all contract, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

The ENGINEER shall retain all books, documents, papers and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the LOCAL GOVERNMENT.

K. TITLE VI CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds or race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No persons in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

M. INTEREST OF MEMBERS OF THE LOCAL GOVERNMENT AND OTHER PUBLIC OFFICIALS

No Officer, member or employee of the LOCAL GOVERNMENT and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decisions relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The ENGINEER shall take appropriate steps to assure compliance.

N. INTEREST OF THE ENGINEER

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The ENGINEER further covenants, that in the performance of this Contract, no person having any such interest shall be employed.

O. OFFICIALS NOT TO BENEFIT

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

P. REHABILITATION ACT OF 1973, SECTION 504 HANDICAPPED - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (Applicable to Contracts of \$2,500 or greater)

1. The ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.
3. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the ENGINEER'S obligation under the law to take affirmative action to employ and advance in employment qualified, handicapped employees and applicants for employment and the rights of applicants and employees.
4. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary pursuant to Section 503 of the Act, so that such provisions will be binding upon each subENGINEER or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for non-compliance.

Q. AGE DISCRIMINATION ACT OF 1975: (Applicable to Contracts of \$2,000 or greater)

No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.

R. EQUAL EMPLOYMENT OPPORTUNITY/EXECUTIVE ORDER 11246 COMPLIANCE: (Applicable to Contracts of \$10,000 or greater)

1. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, fairly. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or the forms of compensation; selection for training; including apprenticeship and participation in recreational and educational activities. The ENGINEER agrees to post in conspicuous places available to employees and applicants for employment, notices which will be provided, setting forth the provisions of this non-discrimination clause.

3. The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.
4. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that provisions will be binding upon each sub ENGINEER; provided that the foregoing provisions shall not apply to contract or subcontract for standard commercial supplies or raw materials.
5. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the LOCAL GOVERNMENT may require.
6. The ENGINEER agrees to comply with such rules, regulations or guidelines as the LOCAL GOVERNMENT may issue to implement these requirements, attached hereto.

S. SPECIAL EQUAL OPPORTUNITY PROVISIONS (Applicable to Construction Contracts and related Subcontracts of \$10,000 and under)

The following three paragraphs of the Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the ENGINEER agrees as follows:

1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of its non discrimination clause. The ENGINEER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The ENGINEER shall incorporate the foregoing requirements into all subcontracts.

T. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Economic and Community Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contract for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.
2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The ENGINEER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The ENGINEER shall include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-ENGINEER is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The ENGINEER will not subcontract with any sub-ENGINEER where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-ENGINEER has first provided it with a preliminary statement of ability to comply with the requirements of the regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and order of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its ENGINEERs and sub-ENGINEERs, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

U. SECTION 3 PLAN FORMAT (For Contracts of \$10,000 and greater)

ENGINEER agrees to implement the following specific affirmative action steps directed at increasing the utilization of low-income residents and businesses within the jurisdiction of the LOCAL GOVERNMENT.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the municipality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project and community organizations and public or private in situations operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert this Section 3 Plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.
7. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
8. To maintain records, including copies or correspondence, memoranda, etc., documenting that all of the above affirmative action steps have been taken.
9. To appoint or recruit an executive official of the company or agency as Equal Opportunity officer to coordinate the implementation of this Section 3 Plan.
10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers of the ENGINEER, we, upon execution of this Contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

**V. SECTION 402 VETERAN OF THE VIETNAM ERA (if \$10,000 of over)
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF
THE VIETNAM ERA**

1. The ENGINEER will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam era in regard to any position of which the employee or applicant for employment is qualified. The ENGINEER agrees to take the affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or

transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

2. The ENGINEER agrees that all suitable employment openings of the ENGINEER which exist at the time of the execution of this Contract, including those not generated by this Contract and including those occurring at an establishment of the ENGINEER other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The ENGINEER further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and Local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in Paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the ENGINEER from any requirements in Executive Orders or regulations regarding non discrimination in employment.
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the ENGINEER has more than one hiring location in a State, with the Central office of that State employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on the job training under 38 U.S.C. 1787. The ENGINEER shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. Copies of the reports will be submitted until the expiration of year of final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representative of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
5. Whenever the ENGINEER becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the ENGINEER is contractually bound to these provisions and has so advised the State system, there is no need to advise the State systems of contracts. The ENGINEER may advise the State system when it is not longer bound by the contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the ENGINEER proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer union arrangement for that opening.
8. As used in this clause:
 - a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories; production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days duration, and part time employment. It does not include openings which the ENGINEER proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - b. "Appropriate office of the State Employment Service System" means the local office of the Federal State system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the ENGINEER proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Engineers' organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the ENGINEER proposes to fill from regularly established "recall" lists.
 - d. "Openings which the ENGINEER proposes to fill pursuant to a customary and traditional employer union hiring arrangement" means employment openings which the ENGINEER proposes to fill from a union hall, which is part of the customary and traditional hiring relationship which exists between the ENGINEER and representatives of his employees.
9. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
10. In the event of the Engineer's non compliance with the requirements of this clause, actions for non compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.
11. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the ENGINEER's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and shall outline the rights of applicants and employees.

12. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each sub-ENGINEER or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance. IN WITNESS WHEREOF, the LOCAL GOVERNMENT and the ENGINEER have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

X. BUY AMERICAN PREFERENCE:

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will comply with the requirements of the Build America, Buy America (BABA) Act.

BEASON-HAMMOND ALABAMA TAXPAYER & CITIZEN PROTECTION ACT COMPLIANCE

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

ARTICLE VII – CERTIFICATION OF PERSONNEL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

CITY OF CULLMAN, ALABAMA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

ENGINEER:

ST. JOHN AND ASSOCIATES, INC.

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

Opinion of Probable Construction Cost for Owner-Constructed Projects

Owner	City of Cullman	Date	7/7/2025
Project	Logan Street Improvements	Department	Multiple
Project No.	West Main to Morgan Avenue, Excluding 12-inch WM	Work Order No.	
Water Replacement with 10-Inch Ductile Iron along Logan Street		Construction Subtotal	\$ 483,740.92
Materials	\$ 253,330.12	Labor	\$ 48,816.00
		Equipment	\$ 181,594.80
Sewer Replacement with 8-Inch HDPE and New Manholes along Logan Street		Construction Subtotal	\$ 616,633.29
Materials	\$ 186,237.39	Labor	\$ 119,880.00
		Equipment	\$ 310,515.90
Drainage Improvements including curb & gutter replacement, ADA improvements to existing sidewalks and roadway resurfacing.		Construction Subtotal	\$ 334,598.40
Materials	\$ 139,200.24	Labor	\$ 33,900.00
		Equipment	\$ 161,498.16
		Estimated Project Construction Cost	\$ 1,434,972.61
Engineering Services for Design	\$ 120,000.00		
Resident Inspection Services	\$ 40,000.00		
Grant Coordination Services	\$ 50,000.00	Total for Labor & Equipment	\$ 856,204.86
Project Costs Eligible for Grant Funding	\$ 788,767.75	Additional Required by City	\$ 288,767.75
CDBG Ceiling for Large City Category	\$ 500,000.00	Total Contribution from City	\$ 1,144,972.61

Estimated Project Cost \$ 1,644,972.61

Opinion of Probable Construction Cost for Owner-Constructed Projects

Owner City of Cullman

Date 7/7/2025

Project Logan Street Improvements

Department Water

Project No. West Main to Morgan Avenue, Excluding 12-Inch WM

Work Order No. _____

Project Bld Materials

Item No.	Description	Qty	Unlts	Unit Price	Amount
	10" DI, SJ Pipe, Class 350	1780	EA	\$ 53.86	\$ 95,870.80
	6" DI, SJ Pipe, Class 350	480	EA	\$ 34.27	\$ 16,449.60
	2" Class 200 PVC Pipe	200	EA	\$ 0.60	\$ 120.00
	10" DI RW M.J. Gate Valve	6	EA	\$ 2,595.60	\$ 15,573.60
	6" DI RW M.J. Gate Valve	11	EA	\$ 1,045.11	\$ 11,496.21
	Valve Box, Screw (24-36")	17	EA	\$ 91.75	\$ 1,559.75
	Valve Box Riser - 2" Height	17	EA	\$ 33.71	\$ 573.07
	12" DI, Ext Range Coupling	1	LF	\$ 442.57	\$ 442.57
	10" DI, Ext Range Coupling	1	LF	\$ 399.67	\$ 399.67
	6" DI, Ext Range Coupling	2	LF	\$ 313.86	\$ 627.72
	10"x10" DI, M.J. x Swivel Tee	2	EA	\$ 603.06	\$ 1,206.12
	10"x6" DI, M.J. x Swivel Tee	1	EA	\$ 502.55	\$ 502.55
	6"x6" DI, M.J. x Swivel Tee	4	EA	\$ 281.20	\$ 1,124.80
	12"x10" DI, MJ Reducer	1	EA	\$ 277.40	\$ 277.40
	10"x6" DI, MJ Reducer	1	EA	\$ 283.10	\$ 283.10
	6" Hydrant, Depth 30"-47"	3	LF	\$ 3,288.24	\$ 9,864.72
	6" DI, MJ Anchor Cplg, 12"	5	EA	\$ 224.54	\$ 1,122.70
	10" DI, MJ Anchor Cplg, 12"	6	EA	\$ 479.32	\$ 2,875.92
	10" RJ Gasket Kit incl Acc	7	EA	\$ 136.46	\$ 955.22
	6" RJ Gasket Kit incl Acc	10	EA	\$ 79.53	\$ 795.30
	10" M.J. Gasket Kit incl Acc	7	EA	\$ 50.34	\$ 352.38
	6" M.J. Gasket Kit incl Acc	12	EA	\$ 31.84	\$ 382.08
	10"x2" Service Saddle for DI	1	EA	\$ 147.01	\$ 147.01
	2" BR BV, FNPT x FNPT, w/ High Tee-Head	1	EA	\$ 89.75	\$ 89.75
	2" Brass GV, FNPTxFNPT, Handwheel	1	LF	\$ 165.00	\$ 165.00
	2" Brass Adapter, MIPT x Pack Joint with stiffeners	1	LF	\$ 146.90	\$ 146.90
	2" Brass Close Nipple, Threaded x Threaded	1	LF	\$ 13.75	\$ 13.75
	2" Brass Nipple, 4" Length, Threaded x Threaded	1	EA	\$ 23.76	\$ 23.76
	2" Brass 90° Elbow, FIPT x FIPT	1	EA	\$ 76.91	\$ 76.91
	2"x3/4" Stainless Steel Double Strap Service Saddle for HDPE	10	EA	\$ 101.95	\$ 1,019.50
	2.5" NST (NH) Male x 2" MIPT, Brass Fire Hose Adapter including Cap	1	EA	\$ 45.74	\$ 45.74
	2" PVC Adapter, FIPT x Socket	1	EA	\$ 1.95	\$ 1.95

Labor		Hours		
Item No.	Classification	Reg	OT	Amount
	Superintendent	72		\$ 2,736.00
	Foreman	288		\$ 8,064.00
	Operator	864		\$ 20,736.00
	Labor	864		\$ 17,280.00
Total Labor				\$ 48,816.00

Equipment

Item No.	Classification	Hours	Amount
	8723 Dp Trk, Lrg	288	\$ 27,656.64
	8722 Dp Trk, Med	576	\$ 54,685.44
	8282 Trkhoe; 1.5 C	288	\$ 28,949.76
	8280 Mini Ex	288	\$ 14,103.36
	8392 Wheeled Ldr	288	\$ 19,451.52
	8541 Skid Ldr	288	\$ 15,333.12
	8802 Crew Trk	648	\$ 12,901.68
	8804 Flt Bed Trk	288	\$ 8,513.28
			\$ 181,594.80

Rental Equipment

Item No.	Classification	Rate	Amount

\$ -

Total Equipment \$ 181,594.80

Construction Subtotal \$ 483,740.92

Project Contingency 0%

Total Estimated Cost \$ 483,740.92

	2" PVC Adapter, MIPT x Socket	1	EA	\$ 2.00	\$ 2.00
	2" PVC 90° Elbow, Socket x Socket	1	EA	\$ 2.15	\$ 2.15
	3/4" Corp Stop, MIPT x Pack Joint with stiffeners as recommended by Manufacturer	89	EA	\$ 77.19	\$ 6,869.91
	3/4" Straight Stop, CTS x MTR	30	EA	\$ 70.73	\$ 2,121.90
	3/4" AngleStop, CTS x MTR	89	EA	\$ 154.61	\$ 13,760.29
	3/4" BFP, Meter x FIPT	119	EA	\$ 49.74	\$ 5,919.06
	3/4" PEX Tubing	2670	EA	\$ 1.50	\$ 4,005.00
	3/4" Copper, Type K	900	EA	\$ 11.12	\$ 10,008.00
	Meter Box with Lid	119	EA	\$ 56.34	\$ 6,704.46
	3" Warning Tape, 500' Roll	4	EA	\$ 40.00	\$ 160.00
	12-ga Trcr Wire	2000	LF	\$ 0.33	\$ 660.00
					<u>\$ 214,798.32</u>

Pre-existing Bid Materials

Item No.	Description	Qty	Qty	Unit Price	Amount
	#57 Crushed Aggregate	1363	TON	\$ 18.85	\$ 25,697.26
	#825 Crushed Aggregate	809.8	TON	\$ 15.85	\$ 12,834.54
					<u>\$ 38,531.80</u>
Total Materials					<u>\$ 253,330.12</u>

Opinion of Probable Construction Cost for Owner-Constructed Projects

Date 7/7/2025

Department Sanitary Sewer

Work Order No. _____

Labor	Hours
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Item No.	Classification	Reg	OT	Amount
	Superintendent	540		\$ 20,520.00
	Foreman	720		\$ 20,160.00
	Operator	1800		\$ 43,200.00
	Labor	1800		\$ 36,000.00
Total Labor				\$ 119,880.00

Equipment

Item No.	Classification	Hours	Amount
	8723 Dp Trk, Lrg	240	\$ 23,047.20
	8722 Dp Trk, Med	540	\$ 51,267.60
	8282 Trkhoe; 1.5 C	360	\$ 36,187.20
	8280 Mini Ex	540	\$ 26,443.80
	8392 Wheeled Ldr	720	\$ 48,628.80
	8541 Skid Ldr	720	\$ 38,332.80
	8717 Vactor	45	\$ 4,277.70
	8480 Bypass Pump	360	\$ 30,477.60
	8067 Trenchless Se	160	\$ 12,836.80
	8802 Crew Trk	1440	\$ 28,670.40
	8804 Flt Bed Trk	350	\$ 10,346.00
			\$ 310,515.90

Item No.	Classification	Rate	Amount
Total Equipment			\$ - \$ 310,515.90

Construction Subtotal	\$ 616,633.29
Project Contingency	0%
Total Estimated Cost	\$ 616,633.29

Opinion of Probable Construction Cost for Owner-Constructed Projects

Owner	City of Cullman, Alabama
Project	Logan Street Improvements
Project No.	West Main to Morgan Avenue, Excluding 12-inch WM

Date 7/7/2025

Department Storm Sewer / Street

Work Order No. _____

Project Bid Materials

[illegible]

Pre-existing Bid Materials

Item No.	Description	Qty	Qty	Unit Price	Amount
	Curb & Gutter	600	LF	\$ 8.50	\$ 5,100.00
424A360	Wearing Surface, 1/2", C/D Installed by Rogers	527.08	Tons	\$ 110.56	\$ 58,274.33
424A366	Wearing Surface, 1/2", C/D Leveling, Installed by Rogers	150	Tons	\$ 106.98	\$ 16,047.00
424C364	Base Patching, 1", C/D Installed by Rogers	311.53	Tons	\$ 131.68	\$ 41,022.16
	Steel reinforcement	900	LB	\$ 1.15	\$ 1,035.00
	#57 Crushed Aggregate	50	TON	\$ 18.85	\$ 942.50
	#825 Crushed Aggregate	80	TON	\$ 15.85	\$ 1,268.00
	Sod, Seed and Mulch	4600	LF	\$ 2.00	\$ 9,200.00
	Concrete for inlets	2.25	CY	\$ 165.00	\$ 371.25
	Concrete for Sidewalks	36	CY	\$ 165.00	\$ 5,940.00
					\$ 139,200.24

Total Materials

Labor

Hours

Item No.	Classification	Reg	OT	Amount
	Superintendent	50		\$ 1,900.00
	Foreman	200		\$ 5,600.00
	Operator	600		\$ 14,400.00
	Labor	600		\$ 12,000.00
Total Labor				\$ 33,900.00

Equipment

Item No.	Classification	Hours	Amount
	8720 Dp Trk, Small	698	\$ 39,074.04
	8282 Trkhoe; 1.5 CY	506	\$ 50,863.12
	8392 Wheeled Ldr	506	\$ 34,175.24
	8541 Skld Ldr	192	\$ 10,222.08
	8433 AspPaver	32	\$ 10,621.76
	8219 Asp.Roller	32	\$ 2,049.60
	8437 AspMil	32	\$ 6,528.32
	8802 Crew Trk	400	\$ 7,964.00
			\$ 161,498.16

Rental Equipment

Item No.	Classification	Rate	Amount
			\$ -
	<i>Total Equipment</i>		\$ 161,498.16

Construction Subtotal	\$ 334,598.40
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Project Contingency	0%
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Total Estimated Cost \$ 334,598.40

