



**Alabama Department of Environmental Management**  
[adem.alabama.gov](http://adem.alabama.gov)

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

March 18, 2024

Mr. John Young  
Receiver  
Water Works and Sewer Board of the City of Prichard  
PO Box 10455  
Prichard, Alabama 36610

**Re: American Recovery Plan Act (ARPA) Drinking Water/Wastewater Project Agreement  
Water Works and Sewer Board of the City of Prichard**

Dear Mr. Young:

Pursuant to Alabama Acts 2022-1 and/or 2023-1, the Alabama Department of Environmental Management (ADEM) is pleased to offer you a grant in the amount of \$4,901,700.00 for the Water Works and Sewer Board of the City of Prichard Water Storage Tank Rehabilitation project. The Water Works and Sewer Board of the City of Prichard proposes to optimize and rehabilitate the existing storage tanks, install control valves and vaults, and conduct the engineering and design for the SCADA system and Lovejoy Loop Pipeline replacement.

Please keep in mind the following items and deadlines within the attached Agreement:

- The project funds must be obligated by December 31, 2024. Funds are obligated when a contract is in place to perform the work listed in the project scope. You must certify in writing to the Department the total of all project funds obligated for allowable costs as of December 31, 2024, and the amount of project funds that have not been obligated as of that date. Any unobligated amounts after December 31, 2024, shall be returned to ADEM.
- Any obligated project funds must be expended by December 31, 2026. Any funds not expended after that date, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement.
- Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Water Works and Sewer Board of the City of Prichard and may be found in Attachment B of this agreement. No changes may be made to the scope of the project without written approval from ADEM.



- You are required to develop and implement a fiscal sustainability plan (FSP) as required by the Federal Water Pollution Control Act (FWPCA) Section 603(d)(1)(E). Prior to receiving disbursement of funds from this agreement, you must submit certification that an FSP has been developed and implemented to the standards required by ADEM. This certification can be submitted upon completion or with the first payment request for reimbursement.

The Department will approve disbursement for incurred eligible costs upon presentation of a valid request for payment with supporting invoices. Requests for disbursements are limited to no more than one per month. Upon receipt by ADEM of the signed agreement, a payment request form along with additional instructions will be sent to you to allow for request of reimbursement of funds.

Please sign two copies of the attached agreement at the indicated places, maintain a copy for yourself, and return the original document to ADEM at the following address:

Attention: Eric Reidy  
Permits and Services Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

Please note that the agreement must include a live signature and be returned by mail. Copies or electronic signatures will not be accepted and may delay reimbursement of funds. If you have any questions, please do not hesitate to contact Mr. Eric Reidy at (334) 271-7805 or [eric.reidy@adem.alabama.gov](mailto:eric.reidy@adem.alabama.gov).

Sincerely,

Russell A. Kelly, P.E., Chief  
Permits and Services Division

Cc: John Laney, ADEM  
Brian Espy, ADEM  
Eric Reidy, ADEM  
John Young, Water Works and Sewer Board of the City of Prichard

**American Recovery Plan Act (ARPA)  
Drinking Water / Wastewater Project Agreement**

**Recipient:** Water Works and Sewer Board of the City of Prichard

**AL Buys / STAARS Vendor Number:** VC000111437

**Responsible Person:** John Young, Receiver  
Water Works and Sewer Board of the City of Prichard

**Address:** PO Box 10455  
Prichard, Alabama 36610

**Telephone:** 251-457-3396

**Contact Person:** John Young, Authorized Representative  
Water Works and Sewer Board of the City of Prichard

**Address:** PO Box 10455  
Prichard, Alabama 36610

**Telephone:** 609-605-1415

**Reimbursements should be made payable to:**  
Water Works and Sewer Board of the City of Prichard  
Attention: John Young

**Reimbursements mailed to this address:**  
125 E. Clark Ave. Prichard Alabama 36610

**Project Period:** March 1, 2024 to December 31, 2026  
**Amount Awarded:** \$ 4,901,700.00

The Alabama Department of Environmental Management (“ADEM”) will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to

drinking water and sewer infrastructure projects and the economic impact thereof. The Funds must be used in accordance with the American Recovery Plan Act (hereinafter defined), the Final Rule, Alabama Acts 2022-1 and/or 2023-1, any other governing laws, rules or regulations and all applicable policies and procedures for the purposes described in this Agreement. The Project Funds must be obligated by December 31, 2024 and expended by December 31, 2026. The Recipient shall certify in writing to ADEM the total of all Project Funds obligated for Allowable Costs (hereinafter defined) for qualifying projects as of December 31, 2024, and the amount of Project Funds that have not been so obligated and, further, the Recipient shall immediately return any such unobligated amount to ADEM. Any Project Funds not spent after December 31, 2026, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement and shall be returned by the Recipient to the U.S Department of Treasury or as otherwise required by Federal Law.

The Recipient needs to be aware that if this Project is not projected to meet the statutory deadlines, the unused funds will be redirected to critical need projects that meet the deadlines. By **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

A maximum of \$4,901,700.00 inclusive of all costs will be granted for this Project to the Water Works and Sewer Board of the City of Prichard (hereinafter referred to as the Recipient) by ADEM (hereinafter referred to as ADEM). Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Recipient and may be found as Attachment B of this Agreement.

#### **DEFINITIONS:**

For the purpose of this agreement;

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of the Title 22 of the Code of Alabama, 1975.

"**Allowable Costs**" means such costs that are eligible to be paid with proceeds of this Grant, and such costs are defined in the ADEM regulations.

"**American Rescue Plan Act of 2021**" (ARPA) Public Law No. 117-2, 135 Stat. 4.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Recipient.

"**Grant**" is this signed agreement between the Alabama Department of Environmental Management and the Water Works and Sewer Board of the City of Prichard.

"**Grant Amount**" means the sum of four million nine hundred one thousand seven hundred dollars (4,901,700.00).

"**Grant Application**" means, collectively, the application and supporting documents submitted by the Water Works and Sewer Board of the City of Prichard to ADEM on March 1, 2024.

"**Project**" means the Water Works and Sewer Board of the City of Prichard Water Storage Tank Rehabilitation as described below and more fully described in Attachment A hereto.

"**Project Fund**" means the fund established by ADEM into which the Grant Amount will be deposited and from which the ADEM will make Disbursements to or on behalf of the Recipient.

"**Project Funds**" means the amount deposited into the Project Fund for Disbursement to or on behalf of the Recipient.

"**Recipient**" means the Water Works and Sewer Board of the City of Prichard, a domestic non-profit corporation under the laws of the State of Alabama.

#### **GENERAL REQUIREMENTS**

The Recipient is responsible for completion of the activities in the Grant Application that was submitted by the Recipient, except as modified and superseded by this Agreement.

#### **SPECIAL REQUIREMENTS OF RECIPIENT**

The recipient is responsible for developing and implementing a fiscal sustainability plan (FSP) as required by the Federal Water Pollution Control Act (FWPCA) Section 603(d)(1)(E). The recipient must certify that an FSP has been developed and implemented to the standards required by ADEM prior to receiving disbursement of project funds.

#### **GENERAL PROJECT SUMMARY**

The Water Works and Sewer Board of the City of Prichard proposes to optimize and rehabilitate the existing storage tanks, install control valves and vaults, and conduct the engineering and design for the SCADA system and Lovejoy Loop Pipeline replacement.

#### **BUDGET AND EXPENDITURES**

The approved Project budget and maximum reimbursable expenditures is further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by ADEM and Recipient. The approved budget is further categorized as follows:

**Itemized Budget**

<b>Item</b>	<b>Total price</b>
Water Storage Tank Rehabilitation	\$3,304,530.00
Contingency	\$ 367,170.00
Engineering (Admin, Design, Inspection)	\$ 330,000.00
SCADA (Design/Engineering)	\$ 100,000.00
Lovejoy Loop Pipeline (Design/Engineering)	\$ 800,000.00
<b>TOTAL</b>	<b>\$ 4,901,700.00</b>

**Categorized Budget**

<u>Budget Item</u>	<u>Expenditure</u>
Construction	\$ 3,671,700.00
Engineering (Admin, Design, Inspection)	\$ 1,230,000.00
Total Budget	\$ 4,901,700.00

**REIMBURSEMENT**

To receive reimbursement, the Recipient shall submit records, to include bid documents, receipts and invoices, to ADEM. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this Agreement without prior written approval may be determined to be ineligible for reimbursement in the sole discretion of ADEM. All requests for reimbursement must be made within forty-five (45) days from the end of the term of this Agreement. ADEM, at its sole discretion, may request additional justification or documentation relating to any request for reimbursement or other payment of Funds to the Recipient.

**REVENUE DISBURSEMENT**

ADEM shall make disbursements or authorize disbursements to be made to or on behalf of the Recipient only against incurred Allowable Costs (hereinafter defined) for the Project to the extent of the amount granted under this Agreement. The Recipient understands, acknowledges and agrees that in certain instances funds may be deemed unpayable upon certain events as described in this Agreement.

- (a) For the purposes of making requests for Disbursements and representing the Recipient in all administrative matters pertaining to administration of this Agreement, the Recipient shall designate a single officer or employee as the responsible person. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. A request to change the responsible person shall be designated in writing by the Recipient before it may request additional disbursements, and shall be subject to approval by ADEM.

- (b) Requests for Disbursements may be made only after the Recipient has incurred the costs for which the Disbursements is requested.
- (c) Request for Disbursements shall be made on the forms approved by ADEM unless ADEM otherwise directs, and shall be accompanied by such invoices and other proofs as ADEM may reasonably require.
- (d) Requests for Disbursements shall be as needed under the Recipient's program draw budget, but limited to no more than one per month.
- (e) Unused funds will be withdrawn if the following deadlines are not met; by **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

#### **ALLOWABLE COSTS**

Expenditures shall be limited to the costs permitted for use of ARPA funds per federal guidelines and ADEM state revolving fund program guidelines ("Allowable Costs"). The Recipient shall not be entitled to any Funds in excess of actual Allowable Costs for the Project.

#### **RETENTION OF DOCUMENTS**

ADEM personnel will monitor the implementation and timeline of activities covered under this Agreement. All documents related to this Agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with ADEM associated with this Agreement must be kept updated and readily accessible to ADEM staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of invoices shall also be submitted to ADEM prior to reimbursement.

#### **FAILURE TO COMPLY**

ADEM may terminate the grant herein provided, in whole or in part, and demand refund of Project Funds when there is substantial non-compliance with the terms of the award or this Agreement, a determination is made by ADEM that the Grant was obtained by fraudulent means, ADEM has found that Project Funds have been used for costs other than Allowable Costs for the Project, or a determination is made by ADEM that gross abuse or corrupt practices have been used in the administration of the Project by the Recipient. ADEM shall give written notice to the Recipient (via certified mail, return receipt requested) of its intent to terminate any portion of the grant of Funds herein made, in whole or in part, at least 30 days prior to the intended date of termination. ADEM shall afford the Recipient an opportunity, within a timeframe determined by ADEM, for consultation with ADEM prior to the effective date of such termination. After such opportunity for consultation, ADEM may, in writing (via certified mail, return receipt requested) elect to terminate the grant of Project Funds hereunder in whole or in part, in which case the Recipient shall be obligated to return any such Project Funds previously

paid to Recipient. Such action may also result in ADEM declaring the Recipient ineligible for further participation in the program until the Recipient complies with the terms of the Agreement.

#### **AMENDMENTS**

Any amendments or modifications to this Agreement must be submitted in writing by the listed responsible person and be approved by ADEM in writing before becoming effective. All amendments shall be signed by both parties and shall be as if incorporated herein.

#### **MISCELLANEOUS PROVISIONS**

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- B. By signing this agreement, the 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.
- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, Alabama Department of Finance (DOF) provides the following information to ADEM: this award is provided to ADEM through a grant to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602 of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act ("ARPA"), as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund (FRF) for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This award is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and Recipient affirms that all information it has provided to DOF relating to this subaward is true and accurate. This award does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal



Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award. Further, each recipient and subrecipient's activities will be monitored as necessary to ensure that the award is used for authorized purposes, in compliance with law, and that performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.

- E. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that they are responsible for complying with all federal requirements applicable to this award, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.
- F. The parties acknowledge and agree that any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- G. No officer, member or employee of ADEM, no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- H. The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADEM.
- I. Any reports, information, data, etc., given to or prepared or assembled by the Recipient under this Agreement which ADEM requests to be kept as confidential shall not be made available to any individual or organization by the Recipient without the prior written approval of ADEM, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.
- J. No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

- K. The Recipient agrees to abide by the State of Alabama requirements for audits and access of records. The Recipient agrees that the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Recipient involving this Agreement. The Recipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Recipient involving transaction related to this Agreement upon written request from ADEM.
- L. The Recipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.
- M. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."
- O. The recipient must construct a project sign that meets the following requirements:
- (a) Sign is to be constructed of ½" MDO plywood or similar material, 4' x 8'.
  - (b) Paint with two (2) coats of enamel paint (or equivalent) prior to lettering.
  - (c) Background color white, lettering black.
  - (d) Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
  - (e) Sign shall be attached to 4" x 4" x 8' treated posts.
  - (f) Sign shall be placed in prominent location near the project area, easily readable from existing street or roadway.
  - (g) Sign shall be maintained in good condition until completion of project.
  - (h) Sign shall follow the format below and include the following information only:



STATE OF ALABAMA  
Honorable (Name), Governor



ALABAMA AMERICAN RECOVERY PLAN ACT (ARPA)  
DRINKING WATER / WASTEWATER PROJECT INFRASTRUCTURE

(NAME OF OWNER)  
**(NAME OF PROJECT)**

\$(amount) ARPA Funds  
\$(amount) State Revolving Fund Loan (if applicable)

(NAME OF CONTRACTOR) • CONTRACTOR  
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
U.S. ENVIRONMENTAL PROTECTION AGENCY

Water Works and Sewer Board of the City of Prichard

By: \_\_\_\_\_  
John Young  
Receiver

\_\_\_\_\_  
Date Signed

ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT

By: \_\_\_\_\_  
Lance R. LeFleur  
Director

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A: APPROVED PRELIMINARY ENGINEERING REPORT**

**ATTACHMENT B: PROJECT BUDGET**

## **Prichard Tank Repainting, Control Valves/Vaults, and Office Tank Removal**

### Scope

Repaint Vigor, Chickasaw, Lott Road- Phase 1A

Repaint Anderson – Phase 1B

Demolition of Office Tank- Phase 2

Control valve/vault – Phase 3

### Schedule

Bid Ready Package for Water Storage Tank Repainting	April 12, 2024
Environmental Document per Funding Requirements	April 12, 2024*
Award- Tank Repainting	June 4, 2024
Construction start – Tank Repainting	June 18, 2024
Construction completion (target completion date)-Tank Repainting	December 1, 2024
Bid Ready Package for Control Valves/Vaults	June 12, 2024
Award- Control Valves/Vaults	August 5, 2024
Construction start – Control Valves/Vaults	August 19, 2024
Construction completion (target completion date)-Control Valves/Vaults	December 1, 2024

\*This document will not be complete as responses from several federal agencies are required.

Budget

**Bid Document Preparation**

Water Storage Tank Repainting

Chickasaw, Vigor, Lott Road, and Anderson Tank \$60,000

Office Standpipe Demolition \$15,000

Control Valves/Vaults \$30,000

**Bid Document Preparation Subtotal \$105,000**

**Environmental Document Preparation \$65,000**

**Bidding (3 contracts) \$22,500**

**Award/Construction Services**

Construction Services (engineering) \$40,000

Observation Services

(subconsultant- coating inspector) \$75,000

Tank Demolition (as needed) \$15,000

Control Valves/Vaults (as needed) \$7,500

Observation Services Subtotal \$127,500

**Award/Construction Services Subtotal \$137,500**

**Total Engineering Costs \$330,000**

Construction Costs with Contingencies \$3,671,700

Total Costs \$4,001,700