

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

May 3, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the May 7, 2018
Montgomery County Commission Regular Meeting

The Commission meeting on Monday, May 7, 2018, will be held at Weeping Willow Baptist Church, 2925 Forbes Drive, Montgomery, AL. The Information Session will begin at 5:00 p.m., followed by the Formal Session at 6:30 p.m.

During Monday's meeting when we have comments from citizens, please take into consideration the County Commission policy which states, "The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Chair extends the time, and no more than two (2) speakers may be heard on each subject unless authorized by affirmative vote of all members of the Commission who are present." The policy also states "A form will be provided for those citizens who wish to make comments. Each person wishing to speak must sign this form prior to the beginning of the Public Comment portion of the agenda."

During our last Commission meeting, Chief Information and Technology Officer Lou Ialacci requested approval of the Formation of the Nonprofit Corporation MGMix (Montgomery Internet Exchange). Commissioner Harris expressed concern regarding a provision in the Bylaws concerning compensation to officers and employees. The Commission agreed to modify the proposed Bylaws regarding Commissioner Harris' concerns. Subsequent to the meeting, Commissioner Harris has obtained additional information and he no longer has any objections concerning this topic. He has requested that I place in the May 7, 2018 agenda the original documents presented by Mr. Ialacci.

At the last Commission meeting, you discussed the InTouch, Inc. program regarding smoke detectors and requested additional information. We have been communicating with this organization and have not received the required information.

Enclosed in your packets is an Engagement Letter from the Examiners of Public Accounts. Also, enclosed is a Fraud and Related Party Transactions Letter, which requires a response from each Commissioner. **I will provide a draft response letter to you at Monday's meeting.**

I will be attending the Association of County Administrators of Alabama Conference Wednesday May 9th and Thursday, May 10th. Topics will include an update by the Examiners of Public Accounts and implementation of new state legislation.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for May 7, 2018

Items to Consider for the Monday, May 21, 2018 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Contract for Professional Services with Dominion Resources, LLC, regarding the 2017 Tax Year Tax Sale, Revenue Commissioner's Office.
3. Consider Authorization of Resolution for Resurfacing Hyundai Boulevard (2.759 Miles), Project No. MCP 51-01-18, Engineering Department
4. Consider Authorization of Resolution for Resurfacing Alabama River Parkway (1.754 Miles), Project No. MCP 51-02-18, Engineering Department
5. Consider Authorization of Agreement for Construction Engineering and Inspection (CEI) Services for Resurfacing Vaughn from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway), Engineering Department
6. Consider Authorization of Agreement for Intersection Improvement Study on a Federal Aid Project with the Alabama Department of Transportation regarding Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallhatchie Road, Project # STPAA-5117, MCP 51-85-178, CPMS Ref #100067617 and Related Resolution, Engineering Department
7. Consider Authorization of Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel, Engineering Department
8. Consider Authorization of Bid Award to Wiregrass Construction Company, Inc., regarding Bituminous Plant Mix, Bid Number 53000-18B-016, Engineering Department
9. Consider Authorization of County Healthcare Contribution Changes, Risk Management
10. Consider Authorization of Construction and Related Funding for a Foot Bridge at Ramer Park, County Commission
11. Consider Authorization of Proposal from Consulting Electrical Engineers Borden, Morris, Garner regarding Surge Suppression for the Youth Facility, County Commission

12. Consider Authorization of Amendment Number 3 to Contract with Advanced Disposal Services Alabama, LLC for Residential Solid Waste and Disposal Services regarding a Twenty-Nine (29) Day Extension, beginning July 1, 2018 and ending July 29, 2018, Contract Number 51100-03B-017, County Commission
13. Consider Authorization of Amendment Number 2 to Contract with Sharp Cut Lawn Service, regarding a One (1) Year Extension, beginning August 1, 2018 and ending July 31, 2019 and a 5% Pricing Increase for Grounds Maintenance at Montgomery County Parks, Contract Number 51901-16B-024, Parks & Recreation Department
14. Consider Authorization of Bid Award to Mid-South Electric regarding LED Canopy Lights, Bid Number 51901-18B-015, Support Services
15. Consider Authorization of Bid Award to Liberty Disposal, Inc., regarding Dumpster Rental and Trash Collection Items 1–10, 13–16 and 17A, Bid Number 51901-18B-014, County Commission
16. Consider Authorization of Bid Award to Haynes Ambulance regarding Emergency Medical Treatment & Transportation, Bid Number 52110-18B-002. The option is not to be awarded., County Commission
17. Consider Authorization of Bid Award for Residential Solid Waste Collection and Disposal, Bid Number 51100-18B-020, County Commission

General Information

18. Copy of Presentation Items from Executive Director Ashley DuBose Ledbetter with the Montgomery Area Business Committee for the Arts, Inc. **(On 6/5/17, the Commission approved a Budget Change Request in the amount of \$15,000 for the WWI Centennial Rainbow Soldier Statue dedication and events. On the same date, the Commission approved a Budget Change Request in the amount of \$42,000 for the creation of a life size, bronze statue of Dr. Martin Luther King, Jr.)** In 2009 and 2010, the Commission paid \$550 each year for Membership Dues and Contributions to this organization.
19. Copy of Letter from President Darryl Mayes with Youth-N-Action, Inc., regarding the Drum and Orchestra Academy and Computer Literacy Academy Programs **(On 3/6/17, Commissioner Harris appropriated \$1,500 for the Spring Enlightenment Camp)**
20. Copy of Brochure from MEOW Cares, Inc. **(At the last Commission meeting, you appropriated \$10,000 from the joint designated revenue and Vice Chairman Walker appropriated \$2,000 for Program Expenses)**

21. Copy of Email from Community Liaison and Staff Therapist Christy Holding with The Samaritan Counseling Center requesting Funding in the Amount of \$20,000 for Programs. She would like to meet with the Commission to provide an update. (On 1/4/16, the Commission approved a Budget Change Request in the amount of \$7,500 from designated revenue and on 4/17/17 the Commission approved a Budget Change Request in the amount of \$20,000 from designated revenue for Youth and Family Initiatives using Mental Health Services)
22. Copy of Schedule of Upcoming Bids/Contract Renewals for May – August 2018

If you have any questions, please contact me.

Attachments

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MAY 7, 2018

- 5:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 5:10 p.m. Revenue Commissioner Janet Buskey – Presentation regarding Contract for Professional Services with Dominion Resources, LLC, regarding the 2017 Tax Year Tax Sale **(Future Agenda Item 2)** and Travel Request Number 6 **(Agenda Item 27-12)**
- 5:20 p.m. Executive Director Ashley Dubose Ledbetter with the Montgomery Area Business Committee for the Arts, Inc. – Presentation regarding Update on the Dr. Martin Luther King, Jr., Statute, MABCA Art Collection at Montgomery County Commission and Membership, and Public Art Commission's County/City Library Bench Project **(General Information Item 18)** **(On 6/5/17, the Commission approved a Budget Change Request in the amount of \$15,000 for the WWI Centennial Rainbow Soldier Statue dedication and events. On the same date, the Commission approved a Budget Change Request in the amount of \$42,000 for the creation of a life size, bronze statue of Dr. Martin Luther King, Jr.) In 2009 and 2010, the Commission paid \$550 each year for Membership Dues and Contributions to this organization.**
- 5:30 p.m. President Darryl Mayes with Youth-N-Action, Inc. – Presentation regarding the Drum and Orchestra Academy and Computer Literacy Academy Programs **(General Information Item 19)** **(On 3/6/17, Commissioner Harris appropriated \$1,500 for the Spring Enlightenment Camp)**
- 5:40 p.m. Executive Director Terrence Baldwin, Sr., with MEOW Cares, Inc. – Presentation regarding the Organization **(General Information Item 20)** **(At the last Commission meeting, you appropriated \$10,000 from the joint designated revenue and Vice Chairman Walker appropriated \$2,000 for Program Expenses)**
- 5:50 p.m. Chief Information and Technology Office Lou Ialacci – Update regarding Information Systems
- 6:00 p.m. County Engineer George Speake – Presentation regarding Resolution for Resurfacing Hyundai Boulevard (2.759 Miles), Project No. MCP 51-01-18 **(Future Agenda Item 3)**, Resolution for Resurfacing Alabama River Parkway (1.754 Miles), Project No. MCP 51-02-18 **(Future Agenda Item 4)**, Agreement for Construction Engineering and Inspection (CEI) Services for Resurfacing Vaughn from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway) **(Future Agenda Item 5)**, Agreement for Intersection Improvement Study on a Federal Aid Project with the Alabama Department of Transportation regarding Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallhatchie Road, Project # STPAA-5117, MCP 51-85-178, CPMS Ref #100067617 and Related Resolution **(Future Agenda Item 6)**, Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel **(Future Agenda Item 7)**, and Bid Award to Wiregrass Construction Company, Inc., regarding Bituminous Plant Mix, Bid Number 53000-18B-016 **(Future Agenda Item 8)**

Information Session Schedule for
May 7, 2018 (Continued)

- 6:10 p.m. Director of Risk Management Scott Kramer – Presentation regarding County
Healthcare Contribution Changes (**Future Agenda Item 9**)
- 6:30 p.m. Formal Session
- 7:00 p.m. Adjourn

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



April 11, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner *JB*

MTGV CO. COMMISSION
APR 17 '18 AM 10:42

CC: Donnie Mims, County Administrator

RE: CONTRACT APPROVAL – 2017 TY TAX SALE

Attached please find the proposed contract for professional services for Gary Boyd of Dominion Resources LLC to provide the following services (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The contract has been included in the approved 2018 FY budget.

The contract is capped at \$3,700 or \$3.70 per parcel in the tax sale. However, travel reimbursement will not be affected by the cap but will be subject to the limitations contained in the contract.

As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

2-1

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Resources LLC**, for professional services to be rendered by Dominion Resources LLC for the event of the 2017 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 6, 2018.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Resources LLC for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.70 per parcel for each parcel offered at the tax sale. Fees will not be less than \$2,590.00 (equivalent to 700 parcels) or greater than \$3,700.00 (equivalent to 1,000 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,000, fees will be capped at \$3,700.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .545 per mile (current IRS standard) not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$250.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

MEDIATION: If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Dominion Resources LLC.

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr. Date
Chairman
Montgomery County Commission

Gary W. Boyd, Sole Member Date
Dominion Resources LLC

ELTON N DEAN, SR.
Chairman

Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 11, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake *George C. Speake*
County Engineer *4/11/18*

SUBJECT: Approval of Resolution for Project No. MCP 51-01-18
Resurfacing Hyundai Boulevard (2.759 miles).

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-01-18 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-01-18

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurface and Traffic Stripe Hyundai Boulevard (CR-42) from US Highway 31 east 2.759 miles to US Highway 331.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2018.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

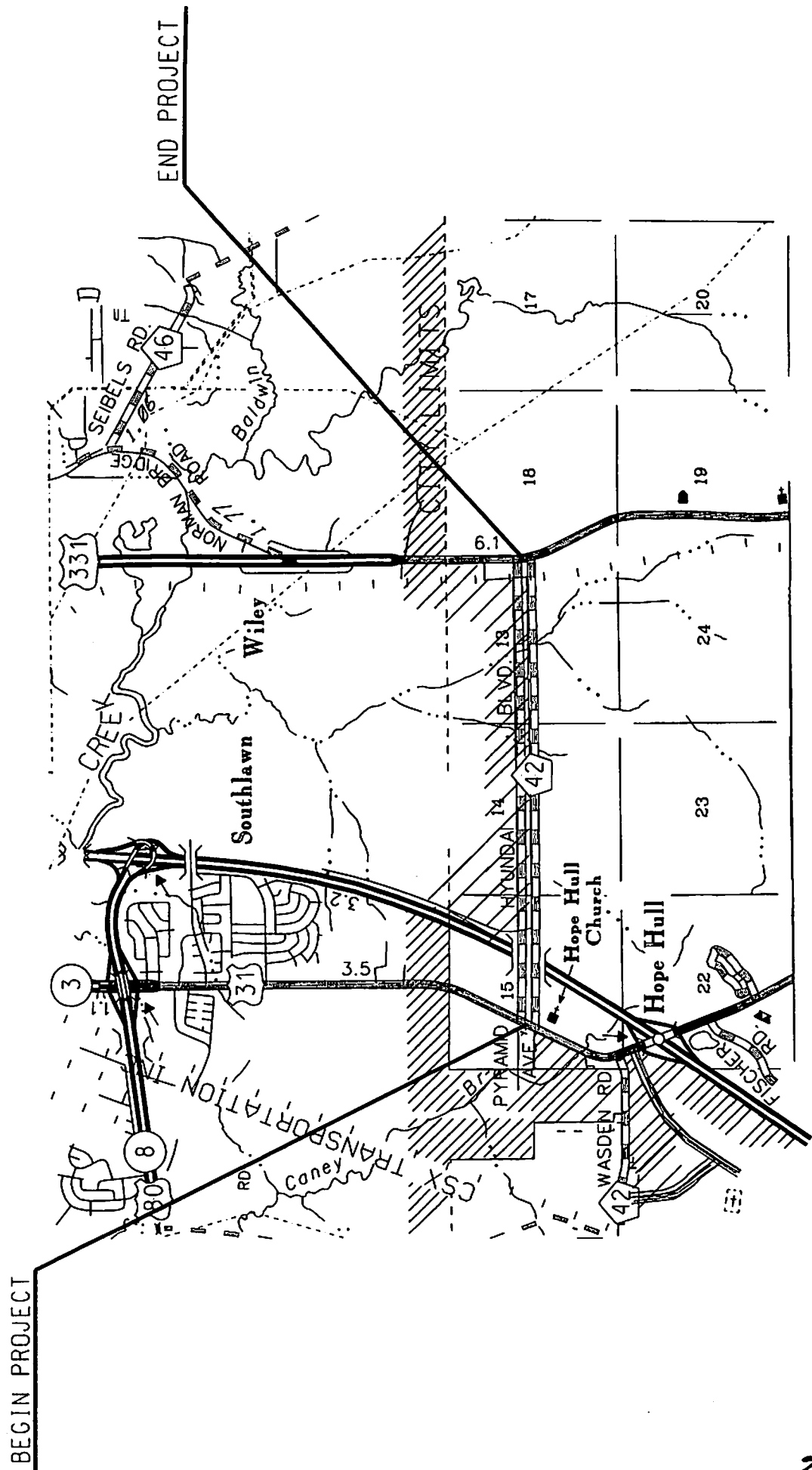
Ronda M. Walker, Vice Chairman

Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

PLANE, LEVEL AND RESURFACE HYUNDAI BOULEVARD
FROM U.S. HIGHWAY 31 EAST 2.759 MILES TO U.S.
HIGHWAY 331.



ELTON N DEAN, SR.
Chairman

Rhonda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
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ENGINEERING DEPARTMENT

April 11, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake *George C. Speake*
County Engineer *4/17/2018*

SUBJECT: Approval of Resolution for Project No. MCP 51-02-18
Resurfacing Alabama River Parkway (1.754 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-02-18 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact Kevin Boone at 832-1342.

GCS/kb
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-02-18

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurface and Traffic Stripe Alabama River Parkway (CR-2120) from the intersection of Jackson Ferry Road east 1.754 miles to the Montgomery City Limits.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2018.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Isaiah Sankey, Member

Daniel Harris, Member

Doug Singleton, Member

The map illustrates the proposed project route along the Alabama River. Key features include:

- Project Route:** Indicated by a thick line starting at 'BEGIN PROJECT' and ending at 'END PROJECT'.
- Geographical Features:** Lake Woodruff, Coosada Ferry, Alabama River, and its tributaries (e.g., Dead River, Little River).
- Landmarks and Infrastructure:** Churches (e.g., Four Spot Church, Union Academy Church), cemeteries (e.g., Flatwood Cemetery, Belligan Cemetery), and bridges (e.g., Toll Bridge, Jackson Ferry).
- Distances and Measurements:** Various distances are marked along the route, such as 3.18, 3.45, and 1.94.
- Other Labels:** 'ALLAPOOSA', 'RED EAGLE HONOR FARM', 'BOYLSTON', and 'TO MILLBROOK'.

ELTON N. DEAN, SR.
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COUNTY ENGINEER
Kevin A. Boone, PE
ASSISTANT COUNTY ENGINEER
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ENGINEERING DEPARTMENT

April 23, 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
4/23/2018

SUBJECT: Approval of Agreement for
Construction Engineering and Inspection (CEI) Services for
Resurfacing Vaughn from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the nearest possible Montgomery County Commission meeting the approval of attached agreement, between Volkert, Inc. and the Montgomery County Commission for Construction Engineering and Inspection Services (CEI) required for subject Vaughn Road resurfacing project. The funding for this work is 80% MPO Federal Funds and 20% County matching funds. The required matching funds are included in County Engineering's current FY 2018 budget.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

GCS/gcs

Attachment

cc: File

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018 by and between **Montgomery County**, hereinafter referred to as the Owner, and **Volkert, Inc.**, hereinafter referred to as the Consultant; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The Consultant shall perform certain professional construction engineering and inspection services related to the Montgomery County Project STPMN-ACAA59590-ATRP(011) for the resurfacing on Vaughn Road (CR 626) from Taylor Road (SR 271) to Chantilly Parkway (SR 110) in Montgomery County, Alabama, in accordance with Article I, Scope of Work, of the agreement between the Consultant and the State dated April 10, 2017 (attached as Exhibit "A").

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.

- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.
- D. Inspection of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The Consultant agrees to provide professional services for all services included in Article I - Scope of Services and the City agrees to pay the Consultant as compensation for its services in accordance with Article III, Payment, of the attached agreement (Exhibit "A") between the Consultant and the State. The maximum fee payable under this agreement is **three hundred seven thousand twenty dollars and 00 cents (\$307,020.00)**, which is based on a construction duration of one hundred ten (110) working days. If the construction duration exceeds one hundred ten (110) working days, the fee will be increased by supplemental agreement.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. The OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined in Attachment 1 of Exhibit "A" attached.
- E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to

the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this agreement.
- D. Indemnification: To the fullest extent permitted by law, and up to the limits of the exclusivity of remedies provision, *supra*, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder. In any matters involving allegations of negligent performance of professional services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.

- E. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

TYPE OF COVERAGE	LIMITS
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

- F. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination.

- G. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of **18 months** from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

- H. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.
 3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- I. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation.
- J. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which

may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.

- K. Standard of Care: CONSULTANT shall perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- L. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- M. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be

governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

This agreement shall comply with the terms and conditions of the Alabama Department of Transportation statewide CE&I Contract and applicable portions thereof. The terms and conditions of CE&I Contract are hereby made a part of this agreement by reference

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

County Administrator

Title

Elton N. Dean, Sr., Chairman, Montgomery Co. Commission

Title

Federal Employer
ID # (Corporation):

Social Security #
(Individual):

ATTEST:

Cornelia Sanders Project Manager

Michael Harper Sr. Vice President

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
Kevin A. Boone, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

May 2, 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
5/2/2018

SUBJECT: Approval of Agreement for
Intersection Improvement Study for
Wares Ferry Road at Dozier Road and
Pike Road at Meriwether/Wallahatchie Road
Project# STPAA-5117(), MCP 51-85-178, CPMS Ref #100067617

Please place on the agenda of the nearest possible Montgomery County Commission meeting the approval of attached agreement, between the Alabama Department of Transportation (ALDOT) and the Montgomery County Commission for an intersection improvement study for Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road, Project# STPAA-5117(), MCP 51-85-178, CPMS Ref #100067617. The funding for this work is 80% MPO Federal Funds and 20% County matching funds. The required matching funds are included in County Engineering's current FY 2018 budget.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

GCS/gcs

Attachment

cc: File



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
SUITE 210, BUILDING B
MONTGOMERY, ALABAMA 36117
Telephone: (334) 353-6850 FAX: (334)801-9804



John R. Cooper
Transportation Director

April 30, 2018

Mr. George Speakes, P.E.
Montgomery County Engineer
P. O. Box 1667
Montgomery, Alabama 36102-1667

RE: **Project No. STPAA-5117()**
CPMS No. 100067617
Intersection improvement study for Wares Ferry Rd at Dozier Rd and Pike
Rd at Meriwether/Wallahatchie Rd
Montgomery County

Dear Sir:

Enclosed is the original agreement, and copy, between the State and the City of Montgomery, which provides for the Intersection Improvement Study of the above referenced project.

After execution by you, please return the agreement, and the copy, with original signatures to this office for further handling. A certified resolution, affixed with the County seal which authorizes the Chairman of the county commission to sign the agreements, should be included with the agreement, and with the copy. Also the County seal should be affixed to both agreements.

Please call Mr. Brent Jones at (334)353-6887 if you have any questions.

Sincerely,

By: David Bollie *BY RBC*
David B. Bollie, P. E.
Montgomery Area Local Transportation Engineer

DBB/RBJ/rbj

c: Mr. D. E. Phillips, Jr., P. E. – Local Transportation Engineer
Mr. Clay McBrien, P. E. – State Office Engineer
File

**AGREEMENT FOR
INTERSECTION IMPROVEMENT STUDY
ON A FEDERAL AID PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and MONTGOMERY COUNTY; FEIN 63-6001651, hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the intersection improvement study for: Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road Project# STPAA-5117 (), MCP 51-85-17S, CPMS Ref #100067617.

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover only the intersection improvement study aspect for the proposed improvements in accordance with plans approved by the STATE.
- (2) The intersection improvement study phase is hereby defined as that work necessary to advance the development of the project such that an environmental Finding of No Significant Impact (FONSI) report is submitted and approved by the FHWA for the intersection improvement location selected. This will include all documentation and environmental studies required by the FHWA. The COUNTY will perform all intersection improvement study work with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost.
- (3) The preliminary engineering work required to develop a set of final construction plans will be addressed in a separate agreement and is not a part of the cost for this agreement.
- (4) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.
- (5) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

- (6) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. The project will be limited to \$40,000.00 Federal MPO Funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal MPO Funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in intersection improvement study costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

Federal MPO Funds (Montgomery Area Dedicated)	\$ 40,000.00
County Funds	<u>\$ 10,000.00</u>
Total	\$ 50,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.

- (7) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (8) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.
- (9) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (10) The COUNTY will submit reimbursable invoices for work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (11) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (12) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

- (13) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- (14) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- (16) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (20) Exhibits M and N are attached and hereby made a part of this agreement.
- (21) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY: _____
Chairman (Signature)
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED:

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

State Local Transportation Engineer
D.E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

This agreement has been legally reviewed
and approved as to form and content:

William F. Patty, Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON

THE DAY OF , 20 .

GOVERNOR OF ALABAMA
KAY IVEY

6-6

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The intersection improvements study: Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road Project# STPAA-5117 (), MCP 51-85-17S, CPMS Ref #100067617.

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,
20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ELTON N. DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 27, 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
4/27/2018

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the nearest possible regular meeting of the Montgomery County Commission approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel. The only significant difference between our present agreement and the renewal agreement is that the material price per cubic yard increases 2.4 %.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. There is no increase in the \$2,000 lump sum payment to cover an increase in property taxes for this property and also as payment for our use of a portion of this property as a staging area for storage of road maintenance materials and to temporarily stockpile trees and debris from storm damages.

If approved please have attached lease agreement executed and return to our office for further processing.

GCS/gcs

Attachments

cc: File

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2018 to May 31, 2019@ \$1.28

In addition, LESSEE agrees to pay LESSOR the sum of \$2,000.00 prior to November 30, 2018 for its use of the above described land for purposes other than the removal of clay gravel and sand, and due to the additional real property taxes assessed against the LESSOR as a resulted of LESSEE's operations on the leased land.

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to its termination.

This Agreement shall expire on May 31, 2019; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2019 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2018, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by

reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination. LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement within sixty (60) days of the notice of termination by either party.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

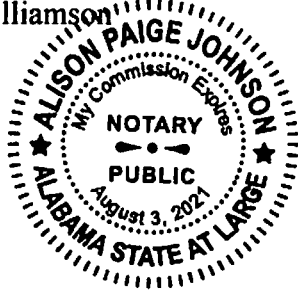
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson

Williamson Properties, Ltd.

By: Polly G. Williamson



WITNESS:

[Signature]

NOTARY PUBLIC:

[Signature]

DATE: 04-25-2018

COMMISSION EXPIRES: 08-03-2021

LESSEE:

Elton N. Dean, Sr.

For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____

COMMISSION EXPIRES: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mrs}

DATE: May 2, 2018

RE: Invitation to Bid No. 53000-18B-016
Bituminous Plant Mix

Request that approval of award on the above referenced Invitation to Bid to the low bid of Wiregrass Construction Company, Inc., in the amount of \$252.00, based on unit pricing be placed on a future agenda. (Copy of spreadsheet attached.)

This contract will be for one (1) year, with the option to renew for two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer.

Attachment

8-2

Notes:

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

April 27, 2018

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Proposed Healthcare County Contribution Changes effective October 1, 2018

As of 3/31/18, the healthcare revenue is tracking at 49% of the budget and the expenses are tracking at 45% of the budget – see attachment. In anticipation of a moderate healthcare cost trend increase for the upcoming year, I would recommend we increase the County's contribution from \$733 to \$750 per employee per month. This represents a 2.3% increase.

I would like to discuss this item with the Commission at the next County Commission meeting for consideration of their approval.

Cc: Florence Cauthen
Sherrill Thomas

Budget Performance Report

Fiscal Year to Date 03/31/18

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 005 - Employees Health Trust Fund										
REVENUE										
Department 40000 - Non Dept										
47101	Interest on Certificates of Dep	3,000.00	.00	3,000.00	.00	.00	4,050.14	(1,050.14)	135	3,352.67
47810	Employees Insurance Premiums	1,575,000.00	.00	1,575,000.00	126,559.00	.00	771,831.00	803,169.00	49	1,577,028.72
47811	Retiree Insurance Premiums	515,000.00	.00	515,000.00	51,666.00	.00	253,619.50	261,380.50	49	556,050.07
47850	County Portion of Employee Insurance Contributions	6,500,000.00	.00	6,500,000.00	530,955.50	.00	3,245,106.00	3,254,894.00	50	6,365,357.00
47855	County Portion of Retiree Insurance Contributions	3,400,000.00	.00	3,400,000.00	297,348.00	.00	1,766,638.00	1,633,362.00	52	3,427,180.00
47860	Employee Flexible Spending Contr	260,000.00	.00	260,000.00	24,454.46	.00	132,363.76	127,636.24	51	253,854.29
47908	Refunds, Reimbursements & Other	310,000.00	.00	310,000.00	571.00	.00	2,679.00	307,321.00	1	350,804.11
Department 40000 - Non Dept Totals		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,031,553.96	\$0.00	\$6,176,287.40	\$6,386,712.60	49%	\$12,533,626.66
REVENUE TOTALS		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,031,553.96	\$0.00	\$6,176,287.40	\$6,386,712.60	49%	\$12,533,626.66
EXPENSE										
Department 51997 - Employees Health Trust										
141	Employee Benefit Incentive	150,000.00	.00	150,000.00	11,601.00	.00	84,899.00	65,101.00	57	22,276.00
158	Medical and Dental Services	10,980,000.00	.00	10,980,000.00	1,152,440.85	.00	4,660,703.73	6,319,296.27	42	9,887,520.12
182	Professional Services-Amr Behav	120,000.00	.00	120,000.00	5,069.63	.00	42,496.46	77,503.54	35	107,784.96
184	Expanded Psychiatric Service	34,000.00	.00	34,000.00	.00	.00	2,791.66	31,208.34	8	33,499.92
185	Professional Administration Serv	800,000.00	.00	800,000.00	74,466.56	19,451.00	453,612.43	326,936.57	59	883,119.98
244	Electricity	7,000.00	.00	7,000.00	480.01	.00	3,245.15	3,754.85	46	7,254.54
245	Natural Gas	2,000.00	.00	2,000.00	154.53	.00	1,355.41	644.59	68	998.54
246	Water and Sewer	1,000.00	.00	1,000.00	50.50	.00	296.12	703.88	30	781.70
251	Telephone	3,000.00	.00	3,000.00	273.15	.00	1,636.45	1,363.55	55	3,006.12
277	Insurance - Excess Loss	180,000.00	.00	180,000.00	14,375.44	.00	66,804.88	93,195.12	48	176,723.48
301	Flexible Spending Claims	260,000.00	.00	260,000.00	35,895.81	.00	253,154.87	6,845.13	97	268,373.17
304	Contract Services	25,000.00	.00	25,000.00	30.00	.00	7,126.00	17,874.00	29	9,244.00
499	Administration Expense	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	217.80
Department 51997 - Employees Health Trust Totals		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,294,837.48	\$19,451.00	\$5,598,122.16	\$6,945,426.84	45%	\$11,400,800.33
EXPENSE TOTALS		\$12,563,000.00	\$0.00	\$12,563,000.00	\$1,294,837.48	\$19,451.00	\$5,598,122.16	\$6,945,426.84	45%	\$11,400,800.33
Fund 005 - Employees Health Trust Fund Totals										
REVENUE TOTALS		12,563,000.00	.00	12,563,000.00	1,031,553.96	.00	6,176,287.40	6,386,712.60	49%	12,533,626.66
EXPENSE TOTALS		12,563,000.00	.00	12,563,000.00	1,294,837.48	19,451.00	5,598,122.16	6,945,426.84	45%	11,400,800.33
Fund 005 - Employees Health Trust Fund Totals		\$0.00	\$0.00	\$0.00	(\$263,283.52)	(\$19,451.00)	\$578,165.24	(\$558,714.24)		\$1,132,826.53
Grand Totals										
REVENUE TOTALS		12,563,000.00	.00	12,563,000.00	1,031,553.96	.00	6,176,287.40	6,386,712.60	49%	12,533,626.66
EXPENSE TOTALS		12,563,000.00	.00	12,563,000.00	1,294,837.48	19,451.00	5,598,122.16	6,945,426.84	45%	11,400,800.33
Grand Totals		\$0.00	\$0.00	\$0.00	(\$263,283.52)	(\$19,451.00)	\$578,165.24	(\$558,714.24)		\$1,132,826.53

9-2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
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WWW.MC-ALA.ORG

May 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Construction of Foot Bridge at Ramer Park

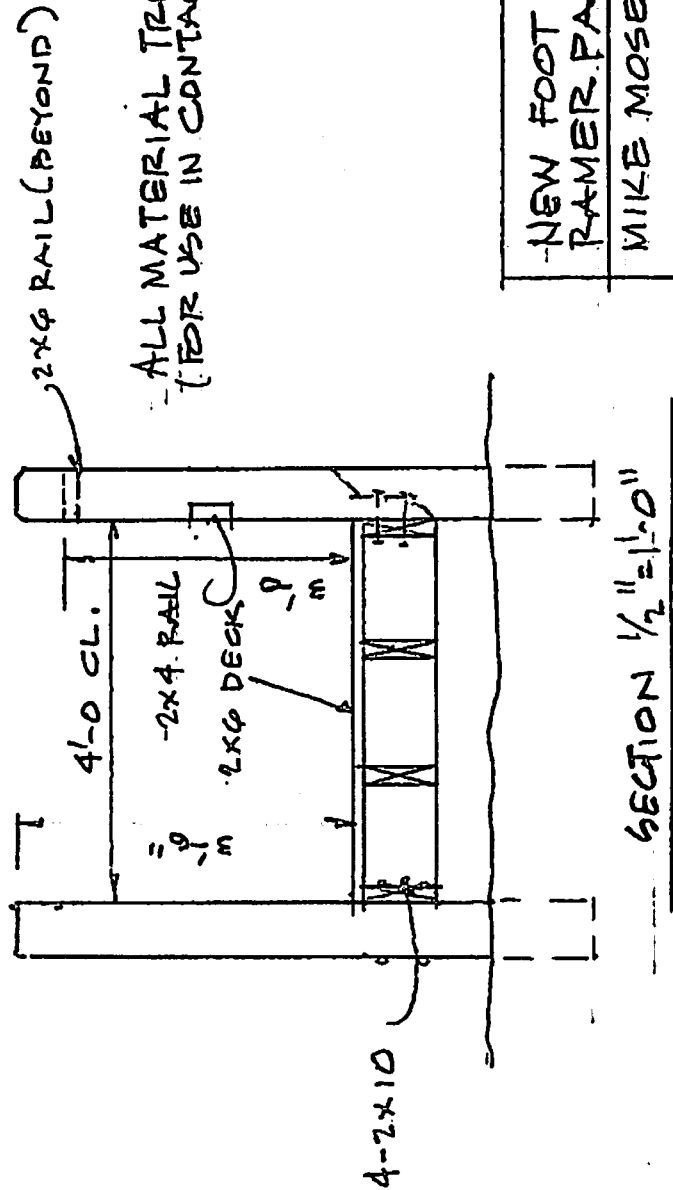
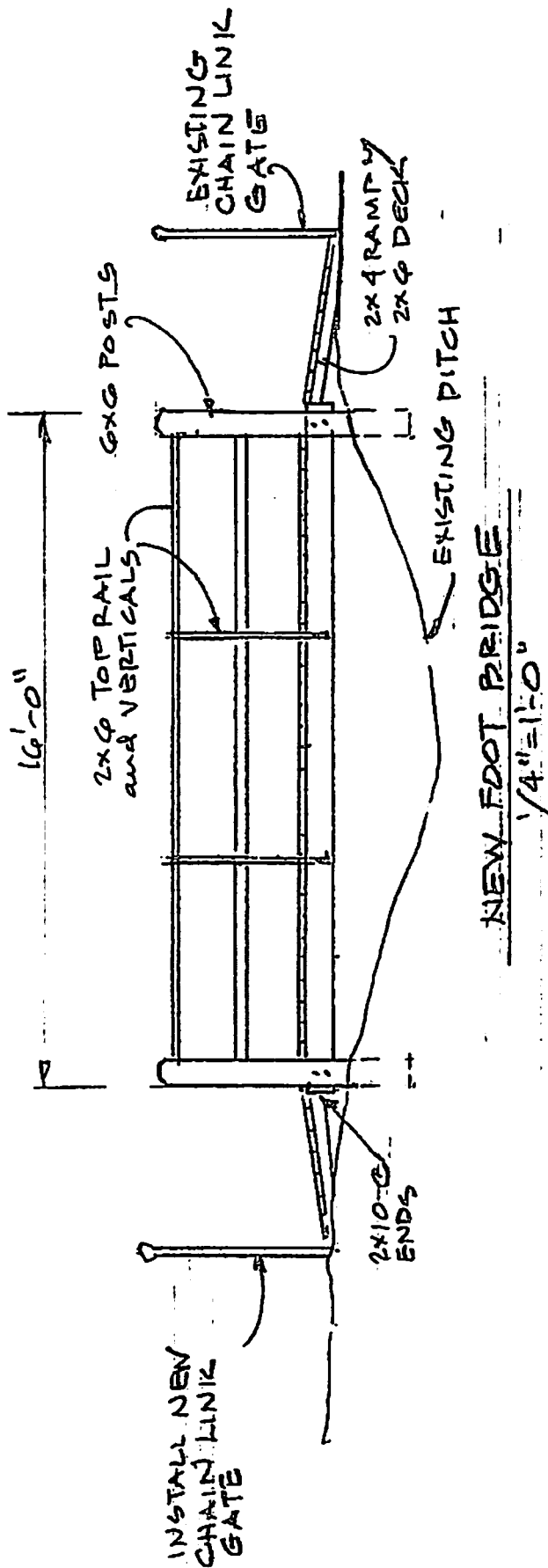
During the November 6, 2017 Commission meeting in Ramer, a request was made regarding the installation of a new foot bridge at the Ramer Park. We have researched the topic and have obtained a cost of \$2,852 for this project.

Attached is the proposed drawing of the bridge, which has been modified to use 2x12 boards instead of 2x10 boards. I am requesting that the Commission approve this project and related funding.

We will discuss this project at Monday's meeting.

DLM/tn

Attachment



ALL MATERIAL TREATED PINE
(FOR USE IN CONTACT WITH GROUND)

NEW FOOT BRIDGE RAMER PARK
MIKE MOSELEY DESIGNER
JAN. 12, 2018

May 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Surge Suppression for Montgomery Youth Facility

The Youth Facility has experienced significant power surge issues that impact the locking system and other computer systems which are critical to the safe operation of detention. General Services Director Lamar Allen worked with Don Chancy, Principal Engineer for Marketing-Energy Services at Alabama Power Company, to develop general requirements for a surge suppression system to protect the Youth Facility from future outages.

Attached is a proposal from consulting electrical engineers Borden, Morris, Garner to design a surge suppression system and prepare the construction documents to be bid. I request that the approval of the proposal and related contracts be placed on a future agenda.



903 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
334.269.0329 T 334.269.1559 F
www.bmg-eng.com

January 4, 2018

Mr. Lamar Allen
Director General Services
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36102

**REFERENCE: Provide Surge Suppression for
Montgomery County Youth Facility
Located at 1113 Airbase Blvd Montgomery, AL 36108**

Mr. Allen,

I really appreciate the opportunity I had to meet with you and Ms. Cauthen on December 13, 2017 to discuss this project. I understand from our meeting that you are requesting us to provide a proposal for engineering design services in connection with this work.

BMG SCOPE OF SERVICES:

Existing facility has experienced electrical surges over the last few years that has resulted in loss of equipment or damage. Our proposal is to design the installation of electrical equipment that can help prevent these surges.

Our firm would be retained to handle the basic design services and construction administration portions of the work. We would work closely with you to ensure that the work proceeds according to the approved plans. We propose to furnish the following services in association with the above referenced project:

- Assessment of the existing building conditions
- Design Services/Construction Documents
- Construction Administration Services

11-2

BMG SCOPE OF WORK:

Our scope of work will be based on the report done by Mr. Don Chancy, Power Quality Alabama Power Company.

Our proposed service includes the following detailed scope of work:

Assessment

BMG will visit the existing building and survey the existing conditions with the intent to help resolve the electrical surge problems.

Design Services/Construction Documents

BMG will develop schematic plans as required throughout the design process of the project to develop the final construction documents to go out for bid. This would include site visits as required to complete the construction documents.

Construction Administration Services

BMG will review shop drawings/submittals and answer RFIs as required relative to our design. We will also provide inspections as required for the project. Montgomery County will handle the actual bid process, including inviting contractors and opening bids. BMG will assist in this process as needed.

PROFESSIONAL SERVICES FEE:**Basic Services**

Basic Services includes Design Services and Construction Administration Services.

Estimated electrical construction cost - \$35,000 to \$80,000.

Proposed Fee – Fixed amount of \$7500 or 12% of construction cost, whichever amount is greater.

Additional Services

Additional services will be either negotiated prior to the work or completed on an hourly basis. The following is our hourly rates.

Principal Engineer	\$165.00/hr	Project Manager	\$105.00/hr
Drafter	\$75.00/hr	Clerical	\$60.00/hr

REIMBURSABLE EXPENSES:

Expenses directly related to the project will be reimbursed by the Owner, in addition to all other compensation, and will be invoiced to the Owner with a not to exceed 15% administrative markup. Normal reimbursable expenses include cost associated with the cost of reproduction for final construction documents for the Owner and

Contractors, communication (postage, delivery, and handling of documents) and Building Commission fees.

SCHEDULE:

The BMG team is prepared to begin these services as soon as our contract is executed. We estimate approximately 60 days to complete design documents.

If this proposal meets with your approval, please signify by adding your signature below. We look forward to assisting you with this project. If you have any questions or need further clarification, please do not hesitate to give me a call.

Sincerely,

D. Stanley Borden

D. Stanley Borden, P.E.
Principal

Approved by:

Mr. Lamar Allen
Director General Services
Montgomery County Commission

Copy to: Florence Cauthen

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MLS*
DATE: April 30, 2018
RE: Contract No. 51100-03B-017
Residential Solid Waste Collection and Disposal Services

Request the attached Amendment No. 3 to be considered for approval on a future agenda.

This will allow for the contract with Advanced Disposal Services Alabama, LLC. to be extended for twenty-nine (29) days, beginning July 1, 2018 and ending on July 29, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Donald L. Mims, County Administrator.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51100-03B-017

Amendment No. 3

Contract with Advanced Disposal Services Alabama, LLC. for Residential Solid Waste and Disposals Services, is hereby extended for twenty-nine (29) days, beginning July 1, 2018 and ending July 29, 2018.

All other provisions of the contract remain the same.

WITNESS:

ADVANCED DISPOSAL SERVICES
ALABAMA, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: April 30, 2018

RE: Contract No. 51901-16B-024
Montgomery County Parks Grounds Maintenance

Request the attached Amendment No. 2 to be considered for approval on a future agenda.

This will allow for the contract with Sharpcut Lawn Service to be extended for one (1) year, beginning August 1, 2018 and ending on July 31, 2019.

Sharpcut Lawn Service would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with James Williams, Superintendent of Parks & Recreation.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

**Amendment
To
Contract # 51901-16B-024**

Amendment No. 2

Contract with Sharp Cut Lawn Service for grounds maintenance at Montgomery County Parks, is hereby extended for one (1) year, beginning August 1, 2018 and ending July 31, 2019.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SHARP CUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: May 1, 2018

RE: Invitation to Bid No. 51901-18B-015
LED Canopy Lights

Request that approval of award on the above referenced Invitation to Bid to the low bid of Mid-South Electric in the amount of \$8,325.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Lamar Allen, General Services Director and Sheriff Derrick Cunningham.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-18B-015				Mid-South Electric Attn: Michael Archer 6006 Troy Highway Montgomery, AL 36116 (334)286-9675 Is Company Minority Owned X Yes No		Garner Electric, Inc. Attn: Harris Garner P.O. Box 1225 Millbrook, AL 36054 (334)285-0101 Is Company Minority Owned Yes X No							
DATE ISSUED: April 10, 2018													
DATE OPENED: April 30, 2018													
SUPPORT SERVICES													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	LED Canopy Lights	Job	1	\$8,325.00	\$8,325.00	\$14,500.00	\$14,500.00						
	Installation and Removal												
	of Existing Lights at												
	Montgomery County												
	Sheriff's Office												
	Warehouse												
TOTAL BID AMOUNTS					\$8,325.00		\$14,500.00						

14-2

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{ms}
DATE: April 24, 2018
RE: Invitation to Bid No. 51901-18B-014
Dumpster Rental and Trash Collection

Request that approval of award on the above referenced Invitation to Bid to the low bid of Liberty Disposal, Inc., for items 1-10, 13-16 and 17A for the amount of \$61,080.00, based on unit pricing be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lamar Allen, Director of General Services.

Attachment

5% Local Bid Preference Calculation

Lowest Bid:

<u>Liberty Disposal, Inc.</u>	\$61,080.00
-------------------------------	-------------

5% Local Preference	<u>3,054.00</u>
----------------------------	------------------------

Maximum Awardable Amount	\$64,134.00
---------------------------------	--------------------

Montgomery County Vendor Bid:

<u>Waste Away Group dba Waste Management</u>	\$92,240.96
--	-------------

Award of bid:

<u>Liberty Disposal, Inc.</u>	<u>\$61,080.00</u>
-------------------------------	---------------------------

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 29 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51901-18B-014				Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Alaron Hubbert 334-202-0880 Minority Business Owned X Yes No		Waste Away Group dba Waste Management 2810 Day St. Rd Montgomery, AL 36108 Attn: Dana Sides 334-748-8896 Minority Business Owned Yes X No		JB Waste Connection No Bid Minority Business Owned Yes X No					
DATE ISSUED 3/19/2018													
DATE OPENED 4/9/2018													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT						
1	Annex I: 132 Adams Ave	1	12	\$ 300.00	\$ 3,600.00	\$ 450.00	\$ 5,400.00						
	Size: 8 CY; Pick-up 5 Days Per Week												
2	Annex II: 125 Washington Ave.	1	12	\$ 125.00	\$ 1,500.00	\$ 140.00	\$ 1,680.00						
	Size: 4 CY; Pickup: 2 Days Per Week												
3	Youth Facility: 1111 Air Base Blvd.	1	12	\$ 200.00	\$ 2,400.00	\$ 270.00	\$ 3,240.00						
	Size: 8 CY; Pick-up 3 Days Per Week												
4	Davis Treatment Center: 1111 Air Base Blvd.	1	12	\$ 200.00	\$ 2,400.00	\$ 270.00	\$ 3,240.00						
	Size: 8 CY; Pick-up 3 Days Per Week												
5	Montgomery County Jail: 225 S. McDonough	2	12	\$ 95.00	\$ 1,140.00	\$ 90.00	\$ 1,080.00						
	Size: (2) 8CY; Pick-up 1 Day Per Week												
6	Probate/Revenue East: 5449 Atlanta Hwy	1	12	\$75.00	\$ 900.00	\$70.00	\$840.00						
	Size: 4 CY ; Pick-up 1 Day Per Week												
7	Probate/Revenue West: 3075 Mobile Hwy.	1	12	\$75.00	\$ 900.00	\$70.00	\$ 840.00						
	Size: 4 CY; Pick-up 1 Day Per Week												
8	Probate/Revenue South: 3425 McGhee Rd	1	12	\$75.00	\$ 900.00	\$70.00	\$ 840.00						
	Size: 4 CY; Pick-up 1 Day Per Week												
9	Sheriff Office Firing Range: 6900 Janet Warner Rd	1	12	\$110.00	\$ 1,320.00	\$90.00	\$ 1,080.00						
	Size: 8 CY; Pick-up 1 Day Per Week												

Notes:

Waste Management does not carry cart containers: Item 11 & 12
 vendor will provide 2 CY dumpsters; Pick- Up every other week

15-3

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO 51901-18B-014				Liberty Disposal, Inc. P. O. Box 250 Hayneville, AL 36040 Attn: Alaron Hubbert 334-202-0880 Minority Business Owned X Yes No		Waste Away Group dba Waste Management 2810 Day St. Rd. Montgomery, AL 36108 Attn: Dana Sides 334-748-8896 Minority Business Owned Yes X No		JB Waste Connection No Bid Minority Business Owned Yes X No					
DATE ISSUED: 3/19/2018													
DATE OPENED: 4/9/2018													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
10	AL. Cooperative Extension Service: 5340 Atlanta Hwy	1	12	\$ 75.00	\$ 900.00	\$ 60.00	\$ 720.00						
	Size: 2 CY; Pick-up 1 Day per week												
11	Flatwood Community Center: 360 Williams Dr.	1	12										
	90 Gallon Roll-out Container; Pick-up 1 Day Per Week												
12	K-9 Unit; 129 K-9 Way	1	12										
	.50 yard Residential Trash Container; Pick- up 1 day Per Week												
13	Engineering Shop: 1800 Terminal Rd.	1	12	\$ 95.00	\$ 1,140.00	\$ 90.00	\$ 1,080.00						
	Size: 8 CY; Pick-up 1 Day Per Week												
14	Pike Rd Maintenance Camp	1	12	\$ 95.00	\$ 1,140.00	\$ 90.00	\$ 1,080.00						
	Size: 8 CY; Pick-up 1 Day Per Week												
15	Ramer Maintenance Camp												
	Open Top Size: 20 CY Pick- up when requested												
	Haul Charge	1	24	\$150.00	\$ 3,600.00	\$250.00	\$ 6,000.00						
	Landfill cost per Ton	1	24	\$40.00	\$ 960.00	\$48.64	\$ 1,167.36						
16	Court House, 251 South Lawrence Street												
	20 CY Double End Pick-up Self Contained; Every Other week												
	Haul Charge	1	52	\$100.00	\$ 5,200.000	\$250.00	\$ 13,000.000						
	Landfill cost per Ton	1	67	\$40.00	\$ 2,680.00	\$48.64	\$3,258.88						

Notes:

h-4

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

15.5

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MLS*
DATE: May 1, 2018
RE: Invitation to Bid No. 52110-18B-002
Emergency Medical Treatment & Transportation

Request that approval of award on the above referenced Invitation to Bid to the only bid of Haynes Ambulance of Alabama, Inc., in the amount of \$1,011,400.00, be placed on a future agenda. (Copy of spread sheet attached.)

This contract will be for one (1) year, with the option to renew for two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Donald Mims, County Administrator.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO 52110-18B-002				Haynes Ambulance P. O. Box 1515 Wetumpka, AL 36092 Attn: Kirk Barrett (334) 265-1208 Is Company Minority Business Owned Yes X No									
DATE ISSUED: April 11, 2018													
DATE OPENED: April 30, 2018													
Inmate Security													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Advance Life Support: Non- Emergency	YR	3	\$600.00	\$1,800.00								
2	Advanced Life Support: Emergency	YR	960	\$700.00	\$672,000								
3	Basic Life Support: Non-Emergency	YR	22	\$450.00	\$9,900.00								
4	Basic Life Support: Emergency	YR	250	\$550.00	\$137,500.00								
5	Advance Life Support 2 : Emergency	YR	12	\$850.00	\$10,200.00								
6	Billable Mileage Rate Fee	YR	15000	\$12.00	\$180,000.00								
Total of items 1-6					\$1,011,400.00								
Options													
One 24-hour ALS, 100% dedicated ambulance at:													
A.	Snowdown Volunteer Fire Department	YR											
	South Montgomery County Volunteer Fire Department												
	Station #4 on Mt. Zion Road- Davis Cross Roads												
B	Pike Rd. Volunteer Fire Dept. Station #1 at 3427												
	Wallahatchie Rd., w/ option to add two or more locations												
	as needed, at the same annual cost	YR		\$325,000.00	\$325,000.00								
One 24-hour ALS, non-dedicated ambulance answering		YR											
	Pike Road and East side of Montgomery												
TOTAL BID AMOUNTS													

Notes:

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ELTON N. DEAN, SR.
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FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

May 2, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims **DLM**
County Administrator

SUBJECT: Bid Award for Residential Solid Waste Collection and Disposal (Bid Number 51100-18B-020)

The bid opening for the Residential Solid Waste Collection and Disposal will be on Monday, May 14, 2018. If everything is in order regarding the bid, I would like to place the bid award on the May 21, 2018 agenda for approval.

We will discuss this project at Monday's meeting.

DLM/tn



Montgomery County Commission Meeting 5/7/18

The Montgomery Area Business Committee for the Arts (MABCA) is pleased to present the following information to the Montgomery County Commission.

1. Update on the Dr. Martin Luther King, Jr. Statue
2. MABCA Art Collection at Montgomery County Commission and membership
3. Public Art Commission's County/ City Library Bench Project



Youth-N-Action, Inc.

YOUTH-N-ACTION

334-391-3286
334-281-2815 Fax
younact@yahoo.com

"Fulfilling Dreams in the Communities"

2525 East South Blvd.
Montgomery, AL 36116

President

Mr. Darryl Mayes

April 2, 2018

Director

Mr. Pierre Mayes

Assistant Directors

Mr. Rashad Mayes
Mr. Ted White

Secretary

Mrs. Kathy Mayes

Treasurer

Mrs. LaSundra Dyson

Board Members

Mr. Carl E. Johnson
Dr. Bobby White
Mr. Richard Bowden
Ms. Shaurice N. Carr

Dear Mr. Harris:

Youth-N-Action (YNA) is a nonprofit organization that has been in existence since 1995. During this time, we have continued our purpose of assisting in building the moral character and education of at risk youth through sports related activities and positive experiences. It is the belief of this organization that prevention and early intervention can help children increase coping skills and emulate healthy behavioral patterns instead of negative ones. With that in mind, the Board of Directors are planning opportunities for the youth in Montgomery. These programs will aim to equip at risk youth with a variety of new opportunities and lifelong skills.

We are seeking to launch 2 programs that will expose the youth of Montgomery, ages 8-14. They are Drum and Orchestra Academy and Computer Literacy Academy. These 2 programs are designed to expose youth in the areas of string, vocal, and percussion coaching as well as computer literacy, repair and coding. These programs are slated to start during the summer and continue as an after school program during the school year. We are desperately in need of funding that will secure equipment, instruments, skilled musicians, professional computer programmers, technicians, incentives and general operations for a program of this magnitude. This will be an opportunity for these young people that will allow them to gain experiences and skills for future careers.

We appreciate your consideration of this matter and will greatly appreciate any assistance that you can render us during this time. I may be reached at (334) 391-3286 or you may email me at younact@yahoo.com. We look forward to hearing from you soon.

Thank you,

Darryl Mayes, President
Youth-n-Action, Inc.

MEOW CARES, INC.



County Commission Proposal

Prepared for: Montgomery County Commission

Prepared by: Terrence Baldwin, Director

April 1, 2018

Proposal number: 323

WHO IS MEOW CARES, INC.?

We are a nonprofit organization created to enhance the community through music education. MEOW is an acronym for Music Education On Wheels. This speaks to our ability to be mobile with our purpose. We realize the importance of having access to quality musical experiences and how it impacts the growth of young learners. This is why we are driven to carry out our mission while being innovative in moving education forward.

Our mission is to educate, inspire, heal, and replenish the world through music education using an authentic connection with human spirits. Through our mission, we plan to find relevant ways to insert our efforts throughout the community.

We currently serve our community through the following projects:

STEAM Academy
Scholarships for Music Lessons
Camp Kids Groove
Spectrum Jam

WHAT IS SPECTRUM JAM?

Spectrum Jam is our newest project geared towards providing music lessons to youth on the autism spectrum.

Autism: a neurodevelopment disorder characterized by impaired social interaction, verbal and nonverbal communication, and restricted and repetitive behavior.

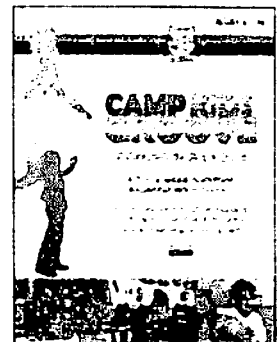


Students come in once a week to receive instruction in music. These services are designed to increase confidence, develop learning habits, improve motor skills, curve depression and much more.

OUR SUMMER ENRICHMENT?

Camp Kids Groove is a two week exploration in music education. Kids receive a crash course in piano, guitar, voice and drums. Last year, we were able to offer scholarships to a dozen families who applied for assistance.

We are presently in partnership with Common Ground to facilitate enrichment experiences during the month of June.



MEOW CARES, INC.

HOW YOU CAN HELP

These programs would not have been as successful without the volunteerism and donations from the community. Due to the impact of this previous work, we are expecting growth in all areas. We would like for the city to assist in providing funding to help us execute these projects.

BUDGET

Here is a projected budget

Description	Quantity	Unit Price	Cost
6 months for 10 kids for Spectrum Jam	10	\$ 900	\$ 9,000
12 scholarships to Camp Kids Groove	12	\$ 250	\$ 3,000
STEAM Academy	1	\$ 3,000	\$ 3,000
Total			\$ 15,000

To the County Commission:

I understand from Donnie there is a different procedure for coming before you with requests. First of all I want to thank you on behalf of all the staff here at Samaritan Counseling Center as well as all of the people that we were able to serve this past year. In part, that was due to the generosity of this wonderful community and the county commission. Thank you!!

So last year, yall graciously gave us \$20,000.00 to implement "something with our youth". I want to report back to you that because of your contribution we were able to provide a counselor at Valiant Cross Academy two days a week. Such great things are happening at that school and we are thrilled to be a small part of it.

Also, we had a meeting back in the fall where we gathered church leaders, youth leaders, teachers, principals, and mental health workers to discuss how to best help our young people. Commissioner Dean and The Mayor were both at that meeting and spoke to those that were there. We broke up into small groups and the consensus came back that we need to help parents parent. We began to study a large research project that was done by Kaiser Health. They came up with a study on Adverse Childhood Experiences (the ACES study). What was found out in this study was that the higher number of adverse experiences in childhood the higher the correlation to mental health issues, substance abuse, suicide, and physical illness. We realized that a lot of the parents today that are trying to parent simply do not know how. They are responding reactively as a result of their own childhoods. I believe most parents want to be good parents...they simply do not know how to be.

We held an event at the multiplex last Saturday and we had about 250 people show up! The event was called Brighter Futures. This was an event that took a lot of planning and volunteerism on the part of many agencies, churches and individuals. The Church of the Highlands was on the football field along with some football players from various colleges playing with the children. While they were taken care of we had sessions going on inside the multiplex. Dr. Cathy Woods, a well-loved pediatrician in our area spoke on the ACES study. We had break out session after that that covered bullying, suicide, social media and sessions with further emphasis on the ACES study.

We had over 30 vendors that were able to share their (some of them free) after school programs, mentoring programs, tutoring programs etc. There were a lot of good connections made that day.

In addition to these things that your money allowed us to do, we were also able to give away \$30,000 of subsidized care this year as well. One of our missions is to never turn anyone away regardless of ability to pay.

Thank you thank you!!

The mayor has given us \$30,000 for this year to keep going with the counselor, some youth activities and also subsidized care. We humbly would like to ask you to match that at \$20,000.00 like was done last year so that we can continue to provide all of these services. We do not take your contributions lightly. Thanks for your consideration in this matter.

Grateful,

Christy Holding

Christy H. Holding, M.Ed, RN, LPC
Community Liason and Staff Therapist
The Samaritan Counseling Center

UPCOMING BIDS/CONTRACT RENEWALS – MAY – JULY 2018

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		May 30, 2018
<u>JUNE</u>						
	53000-15B-021	Plant Mix	Engineering	MidSouth Paving, Inc.		June 14, 2018
	51901-15B-023	Air Filters & Service	Support Service	Filter Service of Tuscaloosa		June 30, 2018
	51901-15B-022 51901-15B-022	Garbage Collection Garbage Collection	Support Service Support Service	Advanced Disposal- Sea Coast Disposal		June 30, 2018 June 30, 2018
	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal		June 30, 2018
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		June 29, 2018

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UPCOMING BIDS/CONTRACT RENEWALS – MAY – JULY 2018

<u>JULY</u>							
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2018	July 31, 2019	
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2018	
	53100-14B-030	Landscape-Industrial Park	Engineering	SharpCut Lawn Service		July 17, 2018	