

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JUNE 3, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 5:10 p.m. The meeting was held at Aldersgate United Methodist Church, 6610 Vaughn Road, Montgomery, Alabama.

The meeting was opened with prayer led by Commissioner Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

Administrator Mims noted that Commissioner Sankey requested to amend the Minutes of the Regular Meeting of May 20, 2019. Commissioner Sankey stated that he voted no on the Adoption of Resolution Amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project, but the Minutes reflected that he abstained on the vote. Chairman Dean and Commissioner Harris agreed that Commissioner Sankey abstained and did not vote no. The Commission did not agree to change the Minutes.

Commissioner Sankey requested the Minutes be corrected to reflect that he made a motion to postpone or carryover until the next meeting, when the full body is present to vote on the Resolution Amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project and that the motion failed for lack of a second. The Commission agreed to make this correction to the Minutes.

DISCUSSION BY THE COMMISSION

Commissioner Harris requested to add an additional item to his miscellaneous appropriations to agencies account that was on the agenda.

Chairman Dean and Commissioner Sankey requested to add additional items to the miscellaneous appropriations from their designated revenue accounts that were on the agenda.

The Commission agreed to add these items to the miscellaneous appropriation accounts.

PRESENTATION BY PRINCIPAL QUESHA STARKS WITH BOOKER T. WASHINGTON MAGNET HIGH SCHOOL

Booker T. Washington Magnet High School Principal Quesha Starks briefed the Commission regarding a student trip to Italy and requested funding in the amount of \$14,000. After discussion, Chairman Dean and Commissioner Harris appropriated \$4,000 each and Vice Chairman Walker, Commissioner Sankey and Commissioner Singleton appropriated \$2,000 each from their miscellaneous appropriations to education accounts to fund the trip.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that the meeting on June 17, 2019, will be long due to the number of issues to be considered.

PRESENTATION BY DIRECTOR OF ELECTIONS DARRYL PARKER

Director of Elections Darryl Parker briefed the Commission regarding the allocation of voting machines and election officials for 2019 Special Election for House District 74. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Daryl Bailey briefed the Commission regarding the Junior Police Academy Program and requested funding in the amount of \$500. After discussion, Vice Chairman Walker requested to add an appropriation of \$500 to the miscellaneous appropriations from her designated revenue account that was on the agenda. She noted that all Commissioners support the program, and she is funding it on behalf of all of the Commissioners.

District Attorney Bailey briefed the Commission regarding a Continuation of a Previous Grant with ADECA for the Violence Against Women Prosecution Unit Project and Resolution of Applicant for Matching Funds. After discussion, the Commission agreed to place this item on the next agenda.

District Attorney Bailey presented an updated budget regarding the proposed cold case unit in the Montgomery County District Attorney's Office. After discussion, the Commission agreed to approve the allocation of one Investigator II position and Budget Change Request Number 3 as revised for the Cold Case Unit.

Commissioner Singleton asked about the distribution of fees from the new Pre-trial Diversion Program discussed at a previous meeting. District Attorney Bailey stated that 50% of the fees would go to the County Commission and 50% of the fees would be retained by the District Attorney's office to be used exclusively for drug education. He said that the amount collected would depend on the number participating in the program.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that he did not have anything to report.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding the Scope of Work Downtown Environmental Alliance Authorization 5, Final Institutional Controls Plan, Remedial Action Report, and EPA Delisting Agreement for the Downtown Environmental Assessment Project concerning the Capitol City Plume. After discussion, the Commission agreed to place this item on the next agenda for approval.

PRESENTATION BY GIS & CADASTRAL MAPPING MANAGER TODD GRANT

GIS & Cadastral Mapping Manager Todd Grant briefed the Commission regarding an allocation of a Mapper and related Position Fill Request and the removal of an allocation of a Mapping Technician. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. Ms. Hawk informed the Commission that 45 students began work today in the summer apprenticeship program.

PRESENTATION BY PARKS AND RECREATION DIRECTOR JAMES WILLIAMS

Parks and Recreation Director James Williams informed the Commission that the clearing work at the Old Selma Road Park would begin next week. He requested approval to meet with the Recreation Board regarding naming the park. The Commission agreed.

PRESENTATION BY PRESIDENT CREWS REAVES WITH MIDTOWN MONTGOMERY NEIGHBORHOOD ALLIANCE

President Crews Reaves from the Midtown Montgomery Neighborhood Alliance proposed changing the County Commission meeting dates to the second and fourth Tuesday of each month, with the Information Session to begin at 3:30 p.m. and the Formal Session to begin at 5:00 p.m. Several Commissioners expressed an interest in making the change. Commissioner Harris asked Administrator Mims to research the financial impact regarding staff working overtime.

PRESENTATION BY ARCHITECT RICHARD PAINTER WITH GOODWYN, MILLS AND CAWOOD, INC.

Architect Richard Painter with Goodwyn, Mills and Cawood, Inc. briefed the Commission regarding a Bid Award to David Jordan and Company, Inc., in the amount of \$199,000 for selective demolition of the stair towers and other work at the Perry Street Parking Deck. Commissioner Harris requested an itemization of the costs. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CEO LINNEA CONELY WITH QUESTIA CORPS

CEO Linnea Conely with Questia Corps briefed the Commission regarding the Stepping Up Initiative and informed the Commission that Montgomery County can become an Innovator County because it has met all the criteria. Ms. Conely presented a proposal from Questia Corps LLC, for the Stepping Up Innovator County Data Analysis Support Project in the amount of \$14,950. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding a Grant Award for the FY2019 Weatherization Assistance Program (DOE 028-19). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Change Order Number 2 to Contract with Holley-Henley Builders, Inc., for renovations of Jail 1. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of Invoice from Ball, Ball, Matthews & Novak, P.A., for services rendered regarding the Project Agreement with C. Hager and Sons Hinge Manufacturing Co. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from the Joint Public Charity Hospital Board regarding board member appointments. After discussion, the Commission agreed to place the appointments on the next agenda.

Administrator Mims presented a letter from the Alabama Department of Revenue regarding nomination of persons for consideration as members of the County Board of Equalization, which is due August 15, 2019. He noted that Chairman Dean has requested that Mr. Johnny Baker be considered as an appointee. Commissioner Sankey requested to remove Mr. Terry S. Gray as an appointee because he is moving. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented a Notice from the Federal Communications Commission regarding a New Tower Submission Packet from AT&T Mobility, LLC, with a proposed location at AT&T Site South Woodley Road (FA# 14648879).

Administrator Mims discussed Board Member appointments to the Montgomery County Board of Human Resources, which will expire September 5, 2019. Commissioner Sankey noted that Dr. Denise Davis-Maye would like to be reappointed for another term. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented the FY2020 Budget Calendar.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2019. Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection Report for May 2019.

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Rev. Steve Badskey, Minister of Worship at Aldersgate United Methodist Church.

The Pledge of Allegiance was led by Commissioner Harris.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean and Vice Chairman Walker; Members Harris, Sankey, and Singleton. Also present were County Attorney Thomas T. Gallion III and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Mr. Earnest Clayborn greeted the Commission and said he was there to talk about the Cold Case Unit. He stated that because he was pleased with discussion during the Information Session and hoped the Commission would vote to establish the unit. He also said he thinks the unit would enhance public safety and make communities safer.

Ms. Greta Sayles, President of New Hope Village Neighborhood Association, said good evening to everyone and said she comes before the Commission to request assistance for her community. She stated that she lives in a Habitat for Humanity Community where some property has been sold and caused a problem. Commissioner Harris asked if the community was located in North Montgomery, and she stated yes. She said she and her neighbors have lost access in and out of the community because of the property sale. Chairman Dean asked who her Commissioner was, and she stated Commissioner Sankey. Commissioner Sankey said that he has been working with Ms. Sayles for quite a while on what is primarily a City issue, but he cannot separate municipal

matters from county matters. Commissioner Sankey said Habitat for Humanity informed him they were facing some sort of financial issues and sold the property. He said 20 years ago Habitat told the citizens that they would be building homes on the property. He said he was surprised that the City of Montgomery allowed the property to be sold and trap the citizens with limited access. He also stated that he is in touch with Board Members of Habitat for Humanity. Ms. Sayles also stated the citizens of the neighborhood were not notified of what was taking place. She said she would appreciate any assistance they could get and thanked the Commission for allowing her to speak.

Ericka Davis, a concerned citizen, spoke to the Commission about the Cold Case Unit. Ms. Davis stated that her son went missing from a Walmart parking lot for 88 days before his body was found along Harper Street in a wooded area. Ms. Davis said there is a need for a Cold Case Unit because her son's killer is still out there someplace. She said she doesn't think people really understand how difficult it is to lose a loved one to violence and know that the killer is still out there. Ms. Davis stated that she believes the cases need review by a new set of eyes and asked the Commission to approve a Cold Case Unit.

Regina Walker, Montgomery County Sheriff's Office Grant Manager, said good evening and invited everyone to Sheriff Cunningham's annual youth fishing rodeo to be held Saturday, June 22, 2019, from 6:00 a.m. to 12:00 noon at the Montgomery County Ponds off Highway 231 South.

APPROVAL OF MINUTES

Administrator Mims stated there was discussion during the Information Session to amend the May 20, 2019, Minutes to change the language regarding Agenda Item 1, dealing with the Adoption of Resolution amending the Resolution adopted February 20, 2018 to implement Act No. 2017-465 regarding an Economic Development Project. Administrator Mims stated that Commissioner Sankey sent an email to him with the language he would like substituted in the Minutes. Administrator Mims read the email, which stated, "Commissioner Sankey made a motion to table the Resolution until the next meeting or until such time as the full body was present to vote on the matter. The motion failed for lack of a second." Commissioner Sankey said he would like for it to read "postponed or carried over."

Administrator Mims said Commissioner Sankey amended his email request to reflect that he requested to carry over the resolution. Commissioner Harris stated the change should be recorded as a correction.

Chairman Dean instructed Administrator Mims and the staff to record future County Commission meetings.

Commissioner Sankey made a motion to correct the Minutes of the Regular Meeting of May 20, 2019, as discussed. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

REVENUE COMMISSIONER'S OFFICE – APPROVED CONTRACT FOR PROFESSIONAL SERVICES WITH DOMINION RESOURCES, LLC, REGARDING THE 2018 TAX YEAR TAX SALE

Commissioner Harris made a motion to approve the Contract for Professional Services with Dominion Resources, LLC, regarding the 2018 Tax Year Tax Sale. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED EMERGENCY EQUIPMENT INSTALLATION PRICING SCHEDULE, EFFECTIVE IMMEDIATELY, AND UTILIZATION OF THE CONTRACT FOR SERVICES WITH GOVERNMENTAL AGENCIES AT THE MONTGOMERY COUNTY FLEET MAINTENANCE SHOP, WHICH WAS APPROVED BY THE MONTGOMERY COUNTY COMMISSION ON NOVEMBER 19, 2018

Vice Chairman Walker made a motion to approve the Emergency Equipment Installation Pricing Schedule, Effective Immediately, and Utilization of the Contract for Services with Governmental Agencies at the Montgomery County Fleet Maintenance Shop, which was approved by the Montgomery County Commission on November 19, 2018. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memoranda, Flat Rate Pricing Sheet and Email, Agenda Pages 2-1 through 2-5, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING RESURFACING SNOWDOWN CHAMBERS ROAD FROM HOBBIE ROAD TO WOODLEY ROAD, PROJECT# STPMN-5118(253); MCP 51-02-18; CPMS REF.# 100067621 AND RELATED RESOLUTION

Commissioner Singleton made a motion to approve the Agreement with the Alabama Department of Transportation regarding Resurfacing Snowdown Chambers Road from Hobbie Road to Woodley Road, Project# STPMN-5118(253); MCP 51-02-18; CPMS Ref. # 100067621 and Related Resolution. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Attorney Gallion's Opinion, Agenda Pages 3-1 through 3-21, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT FOR PROFESSIONAL SERVICES WITH VOLKERT, INC., REGARDING PRELIMINARY ENGINEERING FOR VAUGHN ROAD/ RYAN ROAD INTERSECTION IMPROVEMENTS, PROJECT NO. STPMN-PE

Commissioner Singleton made a motion to approve the Agreement for Professional Services with Volkert, Inc., regarding Preliminary Engineering for Vaughn Road/ Ryan Road Intersection Improvements, Project No. STPMN-PE. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Agreement, Attachments A&B, Letter and Attorney Gallion's Opinion, Agenda Pages 4-1 through 4-43, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED RENEWAL OF LEASE AGREEMENT WITH WILLIAMSON PROPERTIES, LTD., FOR PURCHASE OF CLAY GRAVEL

Commissioner Harris made a motion to approve the Renewal of Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Attorney Gallion's Opinion, Agenda Pages 5-1 through 5-6, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH SHARP CUT LAWN SERVICE REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING AUGUST 1, 2019 AND ENDING ON SEPTEMBER 30, 2019 FOR MONTGOMERY COUNTY PARKS GROUNDS MAINTENANCE, CONTRACT NUMBER 51901-16B-024

Commissioner Singleton made a motion to approve Amendment Number 3 to Contract with Sharp Cut Lawn Service regarding a Sixty (60) Day Extension, beginning August 1, 2019 and ending on September 30, 2019 for Montgomery County Parks Grounds Maintenance, Contract Number 51901-16B-024. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

YOUTH FACILITY – APPROVED REFUND TO THE DEPARTMENT OF YOUTH SERVICES CONCERNING OPERATION OF THE DAVIS TRANSITIONS GRANT PROGRAM BELOW EXPECTED CAPACITY

Commissioner Singleton made a motion to approve a Refund to the Department of Youth Services concerning Operation of the Davis Transitions Grant Program Below Expected Capacity. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Letter and Email, Agenda Pages 7-1 through 7-3, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED A COLD CASE UNIT AS PROPOSED BY DISTRICT ATTORNEY DARYL BAILEY, FOR ALLOCATION OF ONE INVESTIGATOR II POSITION AND RELATED POSITION FILL REQUEST AND BUDGET CHANGE REQUEST NUMBER 3, AS REVISED

Commissioner Harris made a motion to approve a Cold Case Unit as Proposed by District Attorney Daryl Bailey, for Allocation of One Investigator II Position and Related Position Fill Request and Budget Change Request Number 3, as revised. The motion was seconded by Commissioner Sankey. Chairman Dean, Commissioner Harris, Commissioner Sankey and Commissioner Singleton voted in favor of the motion. Vice Chairman Walker voted in opposition, and the motion carried. (Copies of Memoranda, Budget Change Request, Position Fill Requests and Cold Case Unit Budget, Agenda Pages 8-1 through 8-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to agencies included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to education included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from designated revenue included in the Agenda. During the County Commission Meeting this date, Chairman

Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT –APPROVED BID AWARD TO WIREGRASS
CONSTRUCTION CO., INC., FOR RESURFACING VARIOUS COUNTY ROADS, BID
NUMBER 53600-19B-012

Vice Chairman Walker made a motion to approve the Bid Award to Wiregrass Construction Co., Inc., for Resurfacing Various County Roads, Bid Number 53600-19B-012. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bid and Contract, Agenda Pages 12-1 through 12-5, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST
NUMBER 9

Commissioner Harris made a motion to approve Budget Change Request Number 9, Engineering Department. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED TO HIRE AN ADMINISTRATIVE SERVICES
MANAGER AT PAY GRADE 10, STEP 5 (\$64,122)

Commissioner Harris made a motion to approve to Hire an Administrative Services Manager at Pay Grade 10, Step 5 (\$64,122). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 14-1, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED TO CHANGE THE TAILOR POSITION FROM PART-
TIME TO FULL-TIME, PER THE ATTACHED POSITION FILL REQUEST

Commissioner Singleton made a motion to approve to Change the Tailor Position from Part-Time to Full-Time, per the attached Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Request and Budget Worksheet Report, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

PURCHASING DEPARTMENT – APPROVED ALLOCATION OF A BUYER II AND RELATED POSITION FILL REQUEST AND REMOVE ALLOCATION OF A BUYER I

Commissioner Singleton made a motion to approve Allocation of a Buyer II and Related Position Fill Request and Remove Allocation of a Buyer I. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED ALLOCATION OF AN ENGINEERING AIDE II AND RELATED POSITION FILL REQUEST AND REMOVE ALLOCATION OF AN ENGINEERING AIDE I

Commissioner Singleton made a motion to approve Allocation of an Engineering Aide II and Related Position Fill Request and Remove Allocation of an Engineering Aide I. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 17-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. County Road Equipment Operator III, Position Number 630553008

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

1. Corrections Officer Trainee, Position Number 500419082
2. Corrections Officer Trainee, Position Number 500419216
3. Corrections Officer Sergeant, Position Number 500421132
4. Corrections Officer Corporal, Position Number 500425134

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 19-1 through 19-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Juvenile Probation Supervisor, Position Number 900308037

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 20-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (3)

DEPARTMENTS

1. Sheriff's Office
2. Tax and Audit

TRAVEL/TRAINING REQUESTS

Request Numbers 38 and 39
Request Number 11

Commissioner Harris made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 21-1 through 21-3, are attached to these Minutes.)

OLD BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION HONORING THE MEMORY AND SERVICE OF THE LATE FORMER COMMISSIONER DIMITRI POLIZOS

Commissioner Harris made a motion to adopt the Resolution Honoring the Memory and Service of the late former Commissioner Dimitri Polizos. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 22-1, is attached to these Minutes.)

PRESENTATION BY COMMISSIONER SINGLETON

Commissioner Singleton presented Mrs. Dorothy Ann Gibbons Caver Polizos, wife of the late former Commissioner Dimitri Polizos, with a Resolution in his honor and memory. Mr. Polizos also served as State Representative for House District 74 until his death.

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

PROBATE JUDGE'S OFFICE (ELECTION CENTER) – APPROVED ALLOCATION OF VOTING MACHINES AND ELECTION OFFICIALS FOR 2019 SPECIAL ELECTION FOR HOUSE DISTRICT 74

Commissioner Harris made a motion to approve Allocation of Voting Machines and Election Officials for 2019 Special Election for House District 74. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Attachment, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO DAVID JORDAN AND COMPANY, INC., REGARDING DEMOLITION OF STAIR TOWERS ON THE PERRY STREET PARKING DECK

Commissioner Singleton made a motion to approve the Bid Award to David Jordan and

Company, Inc., regarding Demolition of Stair Towers on the Perry Street Parking Deck. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 24-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton thanked Aldersgate United Methodist Church for hosting the County Commission Meeting and thanked Commissioner Harris for holding the meeting in his district. He apologized for missing the Commission Meeting on May 20, 2019, noting that he takes his County Commission business very seriously. Commissioner Singleton said he missed the meeting because he was out of town to watch his daughter play in the NCAA Women's Golf Championship. He said he loves the County Commission, but there is nothing that would keep him from supporting his kids.

Commissioner Sankey said good evening to everyone and stated that this is not a perfect process, but he believes everyone's attendance at the meetings and participation causes the meeting to become more perfect. He commented on the Cold Case Unit and stated that he empathized with the victim's family because he had a sister who was murdered many years ago, and her case was never solved. He thanked everyone for their efforts in supporting the cause and also thanked Mr. Crews Reaves for being such an outstanding citizen and proposing a change of meetings dates and time. Commissioner Sankey again thanked everyone for attending the meeting which helps the process to be more open and transparent.

Commissioner Singleton asked to introduce retired Park and Recreational Board Chairman Jimmy Phillips.

Vice Chairman Walker had no comments.

Chairman Dean said it is a very special day because Montgomery County Deputy Administrator Florence Cauthen is celebrating a birthday. He asked everyone to join in and sing Happy Birthday.

Commissioner Harris said first he wanted to thank Rev. Badskey and the good people at Aldersgate Church for their hospitality. He thanked everyone for coming out and making the meeting what it was intended to be. Commissioner Harris said that during the County's bicentennial year, Commissioner Walker suggested that the Commission meet "on the road." Commissioner Walker stated that it was Chairman Dean's idea and the year was 2016. Commissioner Harris said he believes the meetings have worked well.

He stated that Mr. Crews Reaves had put something in his mind because he believes there is less chance of things being misrepresented if there is more participation at the meetings. Commissioner Harris said the Commission is about as open as any group of people he has had an opportunity to work with. He said he looks forward to working together and making the meeting change a reality.

Commissioner Harris also stated that he was thrilled that the Commission saw fit to move forward with the Cold Case Unit. He stated that Ms. Bishop, a victim's family member, stayed on him about forming a new Cold Case Unit. Commissioner Harris also shared that a good friend of his was murdered in the early 1970's, and the case is still unsolved. He stated that the new Cold Case Unit will not solve all cases, but it will be dedicated to giving victims' families closure.

Again, he thanked his fellow Commissioners for approving the Cold Case Unit.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on June 3, 2019, at 7:15 p.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

6-3-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-17-19

Check Number	To	Check Number
286377		286421
Total Checks Paid		\$1,452,527.92

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-17-19

Check Number	To	Check Number
286422		286496
Total Checks Paid		\$396,136.97

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

EFT's included in amount

6-3-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-24-19

Check Number	To	Check Number
286497		286530
Total Checks Paid		\$267,983.23

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-24-19

Check Number	To	Check Number
286531		286613
Total Checks Paid		\$354,953.67

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

JUN - 3 2019

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
5/24/19

Payroll Check Number	132238	To	Payroll Check Number	132296	\$	52,427.19
Direct Deposits					\$	886,051.87
Payroll Check Number	132297	To	Payroll Check Number	132312	\$	48,155.50
Direct Deposits					\$	603,009.47
Federal Deposits					\$	315,328.77
Total Payroll Paid					\$	1,904,972.80

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

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



AGENDA

JUN - 3 2019

May 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Y. Buskey, Revenue Commissioner

CC: Donnie Mims, County Administrator

SUBJECT: Contract Approval – 2018 Tax Sale

I have enclosed for your review the proposed contract for professional services for Gary Boyd of Dominion Resources LLC to provide the following services (1) Conducting the 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 payment for these services is included in our approved 2019 FY budget.

The contract is 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.

The contract has only one change from the previous year's contract. There is an increase in the mileage rate to \$0.58 per mile from \$.545. This is the current IRS standard.

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

JYB/ah

Enclosures

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

1-1

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 2018 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 5, 2019.

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 .58 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
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JUN - 3 2019

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Emergency Equipment Installation Pricing Schedule and Utilization of Contract for Services with Governmental Agencies

The Montgomery County Commission, at its meeting on May 20, 2019, agreed to place on the next agenda an emergency equipment installation pricing schedule, effective immediately, and utilization of the Contract for Services with Governmental Agencies at the Montgomery County Fleet Maintenance Shop, which was approved by the Montgomery County Commission on November 19, 2018.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 10, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Emergency Equipment Installation

I have been conversing with the County Commissioners regarding the installation of emergency equipment at our Fleet Maintenance Shop. Our emergency equipment installer and Captain Richerson have come up with flat rate pricing and I am hereby requesting the County Commission implement same. The price will be charged to the other entities as we have received numerous calls from other agencies requesting our assistance with emergency equipment. Since we are providing the pricing, I am requesting that you all allow us to utilize the same maintenance contract as our Fleet Maintenance Shop currently operates on when dealing with other agencies. Furthermore, we will bill the various agencies for the said services and payment will be made directly to our Finance Department. I feel this is a "win win" for the County Commission as a whole.

I look forward to hearing from you on this matter. If you have any questions, please do not hesitate to contact me.

DC/crv

Encls.

cc: Ms. Florence Cauthen, Deputy County Administrator
Mr. Elton Dean, County Commission Chairman
Ms. Ronda Walker, County Commissioner
Mr. Doug Singleton, County Commissioner
Mr. Dan Harris, Jr., County Commissioner
Mr. Isaiah Sankey, County Commissioner

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

2-2

Montgomery County Sheriff's Office
Emergency Equipment Installation Flat Rate Pricing

*All flat rate prices are based on current contract pricing for the Ford PPV Utility and Sedan.
Other makes will be quoted on a case by case basis.*

Visor Lights **\$1,038**

Code 3 Supervisor Flex Install
Screw Terminal Block
20 Spade Terminal 16-22 g
4 Spade Terminal 12-10 g
2' Colored 16 G Wire
2' Red and Black 8 G Wire

Light Bar **\$1,947**

Install
Light Bar with Mount Code 3 21TR47
Light Controller Code 3 6 Button PA
Fuse Block BWD FB 72
Screw Terminal
20 Spade Terminal 16-22 g
4 Spade Terminal 12-10 g
2' Colored 16 G Wire
2' Red and Black 8 G Wire

Front, Rear and Side Lighting **\$2,205**

Install
Grill Lighting
Corner Lighting
Side Rear Lighting
Rear Tail Lighting
Rear Interior
Light Controller
2 Screw Terminal
24 Spade Terminal 16 - 22G
4 Spade Terminal 12-10 G
1-1/4 Ring Terminal 14-16 G
21' of Green 16G Wire

Siren Speaker and Mount **\$660**

Install
Siren Speaker
Siren Controller
5' of 16g Wire

Westin Push Bumper	\$1,080
--------------------	---------

Install

Push Bumper 36-2055

Pit Bar 36-2055PB

Wing Wraps 36-2055W

Jotto Desk Transport Cage Ford Explorer	\$1,590
---	---------

Install

Prisoner Transport Cage

Cargo Barrier

Partition Wings

Window Arm Bars

Jotto Console	\$415
---------------	-------

Install

Jotto Police Console 425-6473

Vehicle Strip and Equipment Removal	\$2,400
-------------------------------------	---------

Vehicle Graphics Removal	\$600
--------------------------	-------

Flat Rate for Individual Items

Screw Terminal Block	\$23
20 Spade Terminal Block 16-22 g	\$108
4 Spade Terminal 12-10 g	\$8
Colored 16 G Wire per ft.	\$1
Red and Black 8 G Wire per ft.	\$3
Light Controller	\$430
Fuse Block	\$44
Grill Lighting	\$430
Corner Lighting	\$420
Side Rear Lighting	\$420
Rear Tail Lighting	\$430
Rear Interior Light	\$515
Light Controller	\$510
Siren Speaker	\$240
Siren Controller	\$505
Push Bumper 36-2055	\$530
Pit Bar 36-2055PB	\$490
Wing Wraps 36-2055W	\$240
Prisoner Transport Cage	\$950
Cargo Barrier	\$630
Partition Wings	\$190
Window Arm Bars	\$400
Jotto Police Console 425-6473	\$415

Tammy Nix

From: Christie Vazquez
Sent: Friday, May 10, 2019 9:16 AM
To: Donald Mims
Cc: Tammy Nix; Florence Cauthen; Elton N. Dean, Sr.; Ronda Walker; Doug Singleton; Dan Harris; Isaiah Sankey
Subject: Emergency Equipment Installation
Attachments: emer equip.pdf

Importance: High

Per Sheriff Cunningham, please review the attached.

Thank you,

Christie Vazquez

Christie Vázquez
Administrative Assistant to Sheriff Derrick Cunningham
Montgomery County Sheriff's Office
115 S Perry Street
Montgomery, Alabama 36104
334.832.7106
Fax 334.832.7113
Cell: 334.301.9806
www.MontgomerySheriff.com

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 7, 2019

AGENDA

JUN - 3 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
5/7/2019

SUBJECT: Approval of Agreement for Resurfacing
Snowdown Chambers Road from Hobbie Road to Woodley Road
Project# STPMN-5118(253), MCP 51-02-18, CPMS Ref. # 100067621

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Snowdown Chambers Road from Hobbie Road to Woodley Road (5.347 miles).

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY COMMISSION
Montgomery County**

**Project No. STPMN-5118(253)
County Project No. MCP 51-03-18
CPMS Ref# 100067621**

PART ONE (1): INTRODUCTION

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 the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing and traffic striping on CR-18 (Snowdown Chambers Road) from CR-61 (Hobbie Road) to CR-39 (Woodley Road); Length – 5.347 miles; Project# STPMN-5118(253); MCP 51-03-18; CPMS Ref# 100067621.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$782,490.66 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 782,490.66
County Funds	\$ 195,622.67

TOTAL (Incl CE&I)	\$ 978,113.33

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will be an eligible cost as part of this Agreement. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this

amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. 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.

- F. 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.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-

of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. 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.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Chairman

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

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20 _____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Montgomery County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing and traffic striping on CR-18 (Snowdown Chambers Road) from CR-61 (Hobbie Road) to CR-39 (Woodley Road); Length – 5.347 miles; Project# STPMN-5118(253); MCP 51-03-18; CPMS Ref# 100067621.

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

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 named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ 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

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

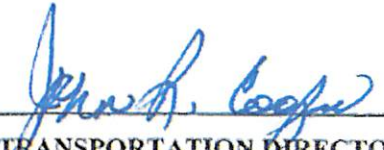
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

May 17, 2019

T-16

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Agreement with the Alabama Department of Transportation regarding
Resurfacing Roads

I have reviewed the Agreement with the Alabama Department of Transportation regarding resurfacing Snowdown Chambers Road from Hobbie Road to Woodley Road.

The Agreement appears to be in order and will be binding upon all parties upon execution.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

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 13, 2019

AGENDA

JUN - 3 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake *George C. Speake*
County Engineer *5/13/2019*

SUBJECT: Approval of Preliminary Engineering (PE) Agreement for
Vaughn Road / Ryan Road Intersection Improvements
Project No. STPMN-PE ()

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between Volkert, Inc. and Montgomery County for above subject project. The cost of this project is 80% Federal Funds with a 20% match. The matching funds are included in the Engineering Department's current FY 2019 budget.

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc: File

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND CONSULTANT

This Agreement made and entered into this _____ day of _____, 2019, by and between **The Montgomery County Commission (P.O. Box 1667, Montgomery, AL 36102)**, hereafter 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 1 DEFINITIONS

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the "Basic Services" of Attachment A.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and the "Basic Services" of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

1.7 SPECIFICATIONS. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the "Basic Services" of Attachment A.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of Alabama as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

1.13 If a dispute arises out of or relates to their 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 Volkert, Inc. I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of the Contractor(s), or can be held liable for its failure to perform its obligations and duties to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

ARTICLE 3 SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall perform the Basic Services set forth in Schedule of Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT's Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT's Scope of Services.

3.1.1 Safety. Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or

required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional engineers practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents or otherwise.

3.2.2 Consultants. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.2 CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3.2.4.3 CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultants) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract

Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

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.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.

- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- (g) Furnishing services of Consultants for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.
- (i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.
- (n) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.
- (o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.
- (p) Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

- (q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (r) Overtime work requiring higher-than-regular rates.
- (s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
- (t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
- (w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4 COMPENSATION OF CONSULTANT

4.1 CONSULTANT shall be compensated by OWNER on a **lump sum** basis, in accordance with Attachment B hereto.

4.1.1 OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services. Total compensation to the Subconsultant shall be the lump sum amount of **Forty-Seven Thousand Ten Dollars and Zero/100 (\$47,010.00)**.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 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

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.

- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

5.2 Give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

5.3 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.4 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

5.4.1 Property descriptions;

5.4.2 Zoning, deed, and other land use restrictions;

5.4.3 Utility and topographic mapping and surveys;

5.4.4 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;

5.4.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

5.4.6 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.5 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform 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 compensation.

5.6 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.7 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.8 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.8.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;

5.8.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.9 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.10 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.11 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

- | | | |
|-----|--------------------|-------------|
| (a) | Each Occurrence: | \$1,000,000 |
| (b) | General Aggregate: | \$2,000,000 |

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

- | | | |
|-----|----------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
|-----|----------------|-------------|

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

- | | | |
|-----|-------------------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
| (b) | Disease, Each Employee: | \$1,000,000 |
| (c) | Disease, Policy Limit: | \$1,000,000 |

6.1.5 Professional Liability

- | | | |
|-----|-------------------|-------------|
| (a) | Each Claim: | \$2,000,000 |
| (b) | Annual Aggregate: | \$2,000,000 |

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.17 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, **and up to the limits of the Exclusivity of Remedies provision contained herein**, 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.

6.2.2 Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is

attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

6.2.3 Environmental Indemnification. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.2.4 Percentage Share of Liability.

OWNER and CONSULTANT hereby expressly agree that each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or dispute arising under this Agreement **up to the limits of the Exclusivity of Remedies provision contained herein.**

ARTICLE 7 TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in

accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of 1.5 years 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.

8.2 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 Paragraph 8.2 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 OWNER 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.

8.3 Electronic Transmittals.

8.3.1 OWNER and CONSULTANT may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

8.3.2 If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

8.3.3 When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

8.4 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 subconsultants, 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 subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds. The OWNER will not be responsible for any claims of any nature that is the direct or indirect result of the negligence of the CONSULTANT, including but not limited to any injuries or legal claims of any nature filed by the employees of CONSULTANT.

8.5 Successors and Assigns

8.5.1 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 8.4.2, 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.

8.5.2 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.

8.5.3 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. OWNER agrees that that the substance of the provisions of this Paragraph 8.4.3 shall appear in the construction Contract Documents.

8.6 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 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. Only after the parties have exhausted direct discussions AND mediation 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 and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

8.7 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.

8.8 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, agents, 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 the Project.

8.9 Jurisdiction/Venue. It is expressly agreed and stipulated between the parties that this Agreement shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This Agreement shall be governed by the laws of the State of Louisiana and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Alabama, exclusive of its choice of law provisions.

8.10 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8.11 Total Agreement. This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.12 Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

VOLKERT, INC.

**THE MONTGOMERY
COUNTY COMMISSION**



Print name: David M. Webber, P.E.

Print name: Elton N. Dean, Sr.

Title: _____

Title: Chairman,

Sr. Vice President

Montgomery County Commission

Date Signed: _____

Date Signed: _____

Federal Employer
ID # (Corporation) 630247014

Federal Employer
ID # (Corporation) _____

ATTEST:

County Administrator

Address for Volkert's receipt of notices:

Address for Client's receipt of notices:

1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

Designated Representative (Paragraph 8.12):

Designated Representative (Paragraph 8.12):

Name: David M. Webber, P.E.

Name: _____

Title: Sr. Vice President

Title: _____

Phone Number: 251-342-1070

Phone Number: _____

E-Mail Address: david.webber@volkert.com

E-Mail Address: _____

ATTACHMENT "A"

4-21

Project No.	
County	Montgomery
Description	Vaughn Road / Ryan Road Intersection
Scope of Work	Intersection Improvements
Project Length	0.20 Miles
Consultant	Volkert, Inc.
PROJECT SCOPE	

Volkert Scope
Develop roadway plans in accordance with ALDOT County Standards.
Update the intersection at Ryan Rd by adding a turn lane. Signal warrant previously done and no signal required.
Environmental re-evaluation required.
Create stormwater permit.
Montgomery County Scope
Provide project letting.
Provide and install the required signing.
Pay for the stormwater permit.
Assumptions
On-site detours will not be required.
Intersection will be widened and will have open ditches and not require curb and gutter. Any cross drains in this section will be extended where applicable.

ATTACHMENT "B"

4/23

**VOLKERT, INC.
MANPOWER AND FEE PROPOSAL**

**FOR
MONTGOMERY COUNTY**



**VAUGHN RD / RYAN RD INTERSECTION
IMPROVEMENTS**

MONTGOMERY COUNTY

**FIELD SURVEY, ROW MAPPING, TRACT
SKETCHES & DEEDS, ROADWAY PLANS
& ENVIRONMENTAL PERMITTING**

November 19, 2018

Project No. _____	
County <u>Montgomery</u>	
Description <u>Vaughn Road / Ryan Road Intersection</u>	
Scope of Work <u>Intersection Improvements</u>	
Project Length <u>0.20 Miles</u>	
Consultant _____	
GRAND TOTAL OF FEE PROPOSAL	
Corridor Study	\$12,584
Field Surveys	\$376
Right-of-Way Map, Tract Sketches and Deeds	\$5,132
Roadway Plans	\$28,918
GRAND TOTAL FEE	\$47,010

Combined overhead rate (%) >>>>>>>>>>>	158.09
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Facilities Capital Cost of Money (if used) >>>>>	0.51
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LABOR RATES

Classification	Daily Rate
Project Manager	\$479.84
Engineer	\$318.76
Environmental	\$329.97
Engineering Technician/CADD	\$253.07
Environmental Technician	\$253.07
Clerical	\$0.00
PLS	\$353.92
Survey Crew	\$542.40

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Win

Signed

11/19/2018

Date _____

Project Manager

Position/Title

Project No. County Montgomery Description Vaughn Road / Ryan Road Intersection Scope of Work Intersection Improvements Project Length 0.20 Miles						
Consultant						
CORRIDOR STUDY						
Task A: Preliminary Corridor Investigation						
A-1 Obtain & Study State Supplied Maps	0.00	0.00	0.00	0.00	0.50	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.00	0.00	0.25	0.50	0.00
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.00	0.50	0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.00	0.00	0.00	0.00	0.00	0.00
A-5 Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00	0.00
A-6 Develop Study Report and Present to State and FHWA	0.00	0.00	0.00	0.25	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Task A Totals	0.00	0.00	0.00	1.00	1.00	0.00
Task B: Alternative Upgrading Studies						
B-1 Develop and Study Preliminary Alternate Designs to Determine Feasibility	0.00	0.00	0.00	0.00	0.00	0.00
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.25	0.00	0.00
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.00	0.00	0.00	1.00	0.50	0.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	0.00	0.00	0.00	0.00	0.00	0.00
B-5 Review Feasible Alternates & Prepare Environmental Assessment	0.00	0.00	0.00	2.00	2.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Task B Totals	0.00	0.00	0.00	3.25	2.50	0.00
Task C: Engineering Analysis on Selected Alternative						
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report	0.00	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	0.00	0.00	0.00	4.25	3.50	0.00

Project No. _____			
County <u>Montgomery</u>			
Description <u>Vaughn Road / Ryan Road Intersection</u>			
Scope of Work <u>Intersection Improvements</u>			
Project Length <u>0.20 Miles</u>			
Consultant _____			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.43	\$ 479.84	\$ 206.33
Engineer	0.00	\$ 318.76	\$ -
Engineering Technician/CADD	0.00	\$ 253.07	\$ -
Environmental	4.25	\$ 329.97	\$ 1,402.37
Environmental Technician	3.50	\$ 253.07	\$ 885.75
Clerical	0.00	\$ -	\$ -
Total Direct Labor			\$ 2,494.45
Combined Overhead (%)	158.09		\$ 3,943.48
Out-of-Pocket Expenses**			\$ 65.00
Sub-Total			\$ 6,502.93
Operating Margin (15%)			\$ 975.44
Sub-Total			\$ 7,478.37
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	4,850.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	242.50
Sub-Total			\$ 12,570.87
Facilities Capital Cost of Money (% of Direct Labor)	0.51	\$	12.72
TOTAL FEE			\$ 12,583.59

**See Grand Total Fee sheet

Project No. _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of Work <u>Intersection Improvements</u> Project Length <u>0.20 Miles</u>				
Consultant _____				
Out-of-pocket Expenses (Corridor Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	1	2	\$30.00	\$ 60.00
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 60.00
Total Travel Cost				\$ 60.00
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	1	50	50	\$ 0.10
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ 5.00
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 65.00
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of Work <u>Intersection Improvements</u> Project Length <u>0.20 Miles</u>				
Consultant				
FIELD SURVEY				
Based on a 0 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.00	0.00	0.00	0.00
A-2 Contact Property Owners	0.00	0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.00	0.00	0.00	0.00
A-4 Conduct On-site Inspection	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	0.00	0.00	0.00	0.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.00	0.00	0.00	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.00	0.00	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.00	0.00	0.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.00	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.00	0.00	0.00	0.00
Task D Totals	0.00	0.00	0.00	0.00
TOTALS	0.00	0.00	0.00	0.00

Project No. _____			
County <u>Montgomery</u>			
Description <u>Vaughn Road / Ryan Road Intersection</u>			
Scope of Work <u>Intersection Improvements</u>			
Project Length <u>0.20</u> Miles			
Consultant _____			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of PLS)	0.00	\$	479.84 \$ -
PLS	0.00	\$	353.92 \$ -
Survey Crew (see man-day sheet)	0.00	\$	542.40 \$ -
Engineering Technician/CADD	0.00	\$	253.07 \$ -
Clerical	0.00	\$	- \$ -
Total Direct Labor			\$ -
Combined Overhead (%)	158.09		\$ -
Out-of-Pocket Expenses**			\$ 326.55
Sub-Total			\$ 326.55
Operating Margin (15%)			\$ 48.98
Sub-Total			\$ 375.53
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 375.53
Facilities Capital Cost of Money (% of Direct Labor)	0.51	\$	-
TOTAL FEE			\$ 375.53

Project No. _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of Work <u>Intersection Improvements</u> Project Length <u>0.20 Miles</u> Consultant _____				
Out-of-pocket Expenses (Field Survey)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	1	330	\$0.535	\$ 176.55
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ 176.55
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	1	2	\$75.00	\$ 150.00
				\$ -
Total Subsistence Cost				\$ 150.00
Total Travel Cost				\$ 326.55
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 326.55
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of Work <u>Intersection Improvements</u> Project Length <u>0.20 Miles</u> Consultant _____			
ROW Map, Tract Sketches and Deeds			
	Engineer	Tech/CADD	Clerical
Estimated number of tracts= 5			
Task A: Right-of-Way Map	0.25	1.00	0.00
Task B: Tract Sketches	0.50	2.00	0.00
Task C: Deeds	0.50	2.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	1.25	5.00	0.00

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Project No. _____			
County <u>Montgomery</u>			
Description <u>Vaughn Road / Ryan Road Intersection</u>			
Scope of Work <u>Intersection Improvements</u>			
Project Length <u>0.20 Miles</u>			
Consultant _____			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.13	\$ 479.84	\$ 62.38
Engineer	1.25	\$ 318.76	\$ 398.45
Engineering Technician/CADD	5.00	\$ 253.07	\$ 1,265.35
Clerical	0.00	\$ -	\$ -
Total Direct Labor			\$ 1,726.18
Combined Overhead (%)	158.09		\$ 2,728.92
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 4,455.10
Operating Margin (15%)			\$ 668.27
Sub-Total			\$ 5,123.37
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 5,123.37
Facilities Capital Cost of Money (% of Direct Labor)	0.51		\$ 8.80
TOTAL FEE			\$ 5,132.17

**See Grand Total Fee sheet

Project No. _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of Work <u>Intersection Improvements</u> Project Length <u>0.20 Miles</u> Consultant _____				
Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ -
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number _____ CPMS # _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of work <u>Intersection Improvements</u> Length <u>0.20</u> miles Consultant _____					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.15	0.15	0.23	0.23
INDEX SHEET	1.00	0.05	0.05	0.05	0.05
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.20	0.40	0.25	0.50
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.10	0.10
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.05	0.05
PROJECT NOTE SHEET (Signage)			0.00		0.00
PROJECT NOTE SHEET (Signals)			0.00		0.00
PROJECT NOTE SHEET (ITS)			0.00		0.00
PROJECT NOTE SHEET (Lighting)			0.00		0.00
PROJECT NOTE SHEET (Traffic Loops)			0.00		0.00
PLANS LEGEND & ABBREVIATIONS	1.00		0.00	0.05	0.05
TYPICAL SECTIONS					
Main Roadway	1.00	0.10	0.10	0.25	0.25
Cross Roads	1.00	0.10	0.10	0.25	0.25
Detour & Misc.			0.00		0.00
Ramps			0.00		0.00
Ditches	1.00	0.10	0.10	0.10	0.10
			0.00		0.00
SUMMARY SHEET					
Main Summary	2.00	0.10	0.20	0.10	0.20
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	0.20	0.20	0.25	0.25
Culvert Extension, New Culvert	1.00	0.20	0.20	0.25	0.25
Bridge Culvert Extension, New Bridge Culvert			0.00		0.00
Guardrail/End Anchors			0.00		0.00
Slope Paving (Under Bridges)			0.00		0.00
Side Drain Pipe	1.00	0.20	0.20	0.25	0.25
Signing	1.00	0.20	0.20	0.25	0.25
Base & Pavement	1.00	0.20	0.20	0.25	0.25
Bridge			0.00		0.00
Striping & Pavement Markings	1.00	0.20	0.20	0.25	0.25
Curb & Gutter			0.00		0.00
Bridge End Slabs			0.00		0.00
Roadway Lighting			0.00		0.00
Signals			0.00		0.00
ITS			0.00		0.00
Sidewalk			0.00		0.00
Slope Paving (Ditches)/Ditch Summary			0.00		0.00
Concrete Safety Barrier			0.00		0.00
Retaining Wall			0.00		0.00
Misc. Boxes	2.00	0.40	0.80	0.50	1.00
Erosion Control	1.00	0.40	0.40	0.50	0.50
Removal Items	1.00	0.40	0.40	0.50	0.50
Utility Relocation			0.00		0.00
			0.00		0.00
PLAN & PROFILE					
Main Roadway	2.00	0.50	1.00	0.25	0.50
Crossroads	1.00	0.25	0.25	0.10	0.10
Detours			0.00		0.00
Retaining Walls			0.00		0.00
			0.00		0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	1.00	0.10	0.10	0.25	0.25
Crossroads			0.00		0.00
Intersections	1.00	0.10	0.10	0.25	0.25
			0.00		0.00
INTERCHANGES					
Geometrics			0.00		0.00
Ramps Profiles			0.00		0.00
Site Grading			0.00		0.00
Cross Sections			0.00		0.00
Signing			0.00		0.00
Ramp Gore Details			0.00		0.00
			0.00		0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.25	0.25
Summary & Items	1.00	0.25	0.25	0.25	0.25
Typical Section Sketches			0.00		0.00
Layout Sheets (signs, devices, shifts, etc.)	6.00	0.10	0.60	0.15	0.90
Special Drawings	3.00	0.05	0.15	0.05	0.15
			0.00		0.00
SIGNING					
Sign Layout			0.00		0.00
Sign X-Section			0.00		0.00
Sign Panel Details			0.00		0.00
Soils Data Sheets (provided by ALDOT)			0.00		0.00
			0.00		0.00
			0.00		0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)			0.00		0.00
Traffic Counts (1 per site)			0.00		0.00
Signal Warrant Analysis (1 per site)			0.00		0.00
Soils Data Sheets (provided by ALDOT)			0.00		0.00
			0.00		0.00
ITS					
Systems Engineering			0.00		0.00
Special Study			0.00		0.00
Legend			0.00		0.00
Special Details			0.00		0.00
ITS Layouts			0.00		0.00
Optical Fiber Splice Charts			0.00		0.00
Fiber - Cable Routing Diagram			0.00		0.00
Specifications			0.00		0.00
			0.00		0.00
LIGHTING					
Plan Layout			0.00		0.00
Demo Plans			0.00		0.00
Special Details			0.00		0.00
Soils & Passive Pressure (provided by ALDOT)			0.00		0.00
			0.00		0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	1.00	0.25	0.25	0.25	0.25
			0.00		0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	2.00	1.00	2.00	0.25	0.50
Hydraulic Data Sheet			0.00		0.00
Details	1.00	0.25	0.25	0.25	0.25
			0.00		0.00
SOIL SHEETS					
Soil Boring Logs	2.00	0.05	0.10	0.05	0.10
Soil Profile			0.00		0.00
			0.00		0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.10	0.10
Phased Sheets (Phase I)	1.00	0.10	0.10	0.05	0.05
Phased Sheets (Phase II)	1.00	0.10	0.10	0.05	0.05
Phased Sheets (Phase III)	1.00	0.10	0.10	0.05	0.05
CBMPP & NOI			1.00		0.50
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	4.00	0.25	1.00	0.10	0.40
Crossroads			0.00		0.00
Earthwork Balancing			0.00		0.00
			0.00		0.00
REVIEW COMMENTS					
30% Review			0.25		0.50
Plan-in-Hand Inspection			1.00		2.00
PS&E Inspection			1.00		3.00
Cost Estimates			1.00		0.50
Design Hearing			0.00		0.00
SUB-TOTAL	52.00		15.35		16.18
10% Supervision			1.54		
TOTALS	52.00		15.35		16.18

Project No. _____			
County <u>Montgomery</u>			
Description <u>Vaughn Road / Ryan Road Intersection</u>			
Scope of Work <u>Intersection Improvements</u>			
Project Length <u>0.20</u> Miles			
Consultant _____			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	1.54	\$ 479.84	\$ 738.95
Engineer	15.35	\$ 318.76	\$ 4,892.97
Engineering Technician/CADD	16.18	\$ 253.07	\$ 4,094.67
Clerical	0.00	\$ -	\$ -
Total Direct Labor			\$ 9,726.59
Combined Overhead (%)	158.09		\$ 15,376.77
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 25,103.36
Operating Margin (15%)			\$ 3,765.50
Sub-Total			\$ 28,868.86
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 28,868.86
Facilities Capital Cost of Money (% of Direct Labor)	0.51		\$ 49.61
TOTAL FEE			\$ 28,918.47

**See Grand Total Fee sheet

Project No. _____ County <u>Montgomery</u> Description <u>Vaughn Road / Ryan Road Intersection</u> Scope of Work <u>Intersection Improvements</u> Project Length <u>0.20 Miles</u>				
Consultant _____				
Out-of-pocket Expenses (Roadway Plans)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ -
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



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

July 19, 2018

Mr. George C. Speake
County Engineer
Montgomery County
P.O. Box 1667
Montgomery, AL 36102

Dear Mr. Speake,

Re: Project No. STPMN-PE ()
Intersection Improvement at the Intersection of Vaugh Road and Ryan Road
Montgomery County

Reference is made to your recent letter, regarding Transportation Support Services man/day and fee proposal for Montgomery County on the above-referenced project.

The amount for this work will be \$ 47,010.00. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

The County may proceed to enter into an agreement with Volkert, Inc. **This is not an authorization to begin work. Do not begin work until you are notified to do so by your Local Transportation Section – Montgomery area.** Please let me know if you have any questions.

Sincerely,

Daryl Calhoun
Southeast Region
Preconstruction Consultant Management

DC/ms
Attachment

cc: Mr. David Bollie, P.E.
File

MEMORANDUM**May 17, 2019**

T T G

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement for Professional Services with Volkert, Inc., regarding Intersection Improvements

I have reviewed the 19-page contract with 5 attachments between Volkert and MCC.

I have several changes to the contract and are as follows:

(a) The Agreement should be between the Montgomery County Commission (not "Montgomery County") and Volkert;

(b) Section 1.12 APPLICABLE LAWS – states that it is laws of Louisiana that govern the Agreement and should be the laws of Alabama;

(c) MCC should insert out Dispute Resolution Clause as Section 1.13; and

(d) 8.4 Exclusivity of Remedies – MCC should add the following language

"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 Volkert, Inc."

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

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

AGENDA

JUN - 3 2019

May 7, 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
5/7/2019

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 2.3 %.

This price increase per cubic yard is in line with previous yearly price increases we have agreed upon in the past. The lease also includes a \$2,500 lump sum payment to cover recent increases 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 _____, 2019 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, 2019 to May 31, 2020@ \$1.31

In addition, LESSEE agrees to pay LESSOR the sum of \$2,500.00 prior to November 30, 2019 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 result 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, 2020; 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, 2020 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 another gravel 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. 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 two (2) 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 any time 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, debris 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

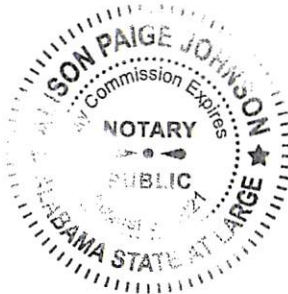
LESSEE: George C. Speake

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:

Ry Green

NOTARY PUBLIC:

Paige Johnson
DATE: 05-02-2019
COMMISSION EXPIRES: 08-03-2021

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____
COMMISSION EXPIRES: _____



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

May 20, 2019

TTB

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Renewal of Lease Agreement with Williamson Properties, Ltd., for
Purchase of Clay Gravel -Revised

I have reviewed the Renewal Lease Agreement with Williamson Properties.

I spoke with Polly Williamson and she explained that no one hunted on the land MCC is mining gravel. Therefore, I have no problem with you executing the lease.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

AGENDA

JUN - 3 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 13, 2019

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

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

This will allow for the contract with Sharpcut Lawn Service to be extended for sixty (60) days, beginning August 1, 2019 and ending on September 30, 2019.

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. 3

Contract with Sharp Cut Lawn Service for grounds maintenance at Montgomery County Parks, is hereby extended for sixty (60) days, beginning August 1, 2019 and ending September 30, 2019.

All other provisions of the contract remain the same.

WITNESS:

SHARP CUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

AGENDA

JUN - 3 2019

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Refund to the Department of Youth Services

The Montgomery County Commission, at its meeting on May 20, 2019, agreed to place on the next agenda a refund to the Department of Youth Services concerning operation of the Davis Transitions Grant Program below expected capacity.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

State of Alabama

KAY IVEY
GOVERNOR



STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

May 3, 2019

Ms. Beverly Wise
Chief Probation Officer
Montgomery County Youth Facility
1111 Airbase Blvd
Montgomery, AL 36108

Dear Ms. Wise;

DYS is proud that Montgomery County Juvenile Court has been a long time partner in the Diversion Grant process and hope it continues. As good stewards of state dollars, it is our responsibility to monitor the use of funds provided to local programs. For the past four months, Davis Transitions has been operating well below the expected capacity of 50 youth (9, 9, 9, and 11 respectively). We indicated in previous correspondence that if the trend continued, it would result in a 25% reduction of funding for the last quarter of the year. Consequently, we are requesting that you refund DYS \$30,625.00 of the \$490,000.00 funded to you at the beginning of the 2019 fiscal year.

Thank you for the effort you made to influence the numbers being referred to the program. I know that you and Judge Hardwick followed the plan we discussed in our meeting on August 13, 2018.

Sincerely,

Patrick J. Pendergast
Deputy Director of Community Services

Cc: Steve Lafreniere, Judge Hardwick, Mark Spurlock, David Rogers, Becky Hathcock

Tammy Nix

From: Donald Mims
Sent: Tuesday, May 7, 2019 2:37 PM
To: Tammy Nix
Subject: Thursday Memo / Fwd: Emailing: Davis Transistions Letter (2)
Attachments: Davis Transistions Letter (2).doc; ATT00001.htm

Thursday memo information
Sent from my iPhone

Begin forwarded message:

From: Beverly Wise <BeverlyWise@mc-ala.org>
Date: May 6, 2019 at 4:20:18 PM CDT
To: Anita Kelly <anita.kelly@alacourt.gov>, Calvin Williams <Calvin.Williams@alacourt.gov>, Bob Bailey <bob.bailey@alacourt.gov>, "Vicky Toles (vickytoles@aol.com)" <vickytoles@aol.com>
Cc: Johnny Hardwick <johnny.hardwick@alacourt.gov>, Donald Mims <DonaldMims@mc-ala.org>, Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>, Sherrill Thomas <SherrillThomas@mc-ala.org>
Subject: FW: Emailing: Davis Transistions Letter (2)

Greetings;

See the attached letter from Mr. Pendergast of the Department of Youth Services. As you can see, the Department is requesting a refund in the amount of \$30,625.00 of the \$490,000.00 awarded to Montgomery County last October.

Please consider making appropriate referrals these next five months. The total number of children and families we serve will affect the amount of the grant award next year.

Beverly

-----Original Message-----

From: Pendergast, Pat <Pat.Pendergast@dys.alabama.gov>
Sent: Friday, May 03, 2019 10:39 AM
To: Beverly Wise <BeverlyWise@mc-ala.org>; johnny.hardwick@alacourt.gov; Spurlock, Mark <mark.spurlock@dys.alabama.gov>
Cc: Lafreniere, Steven <Steven.P.Lafreniere@dys.alabama.gov>; Rogers, David <David.S.Rogers@dys.alabama.gov>; Hathcock, Becky <Becky.Hathcock@dys.alabama.gov>; Jones, April <April.Jones@dys.alabama.gov>; Boswell, Anita <Anita.Boswell@dys.alabama.gov>; Trussell, Karen <Karen.Trussell@dys.alabama.gov>; Arrington, Shenerica <shenerica.arrington@dys.alabama.gov>
Subject: Emailing: Davis Transistions Letter (2)

Your message is ready to be sent with the following file or link attachments:

Davis Transistions Letter (2)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain

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

AGENDA

JUN - 3 2019

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Funding of Cold Case Unit for the District Attorney's Office

The Montgomery County Commission, at its meeting on May 20, 2019, agreed to place on the next agenda the funding of a Cold Case Unit as proposed by District Attorney Daryl Bailey, including the allocation of one Investigator I Position and one Investigator II Position and related Position Fill Requests and Budget Change Request Number 3.

I am requesting approval of this item.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

8-1



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

TO: CHAIRMAN ELTON DEAN
VICE-CHAIR RONDA WALKER
COMMISSIONER DAN HARRIS
COMMISSIONER ISAIAH SANKEY
COMMISSIONER DOUG SINGLETON

FROM: DARYL BAILEY DB

DATE: May 1, 2019

RE: COLD CASE UNIT

At the request of Commissioner Dan Harris, I am resubmitting my proposal to create a cold case unit in the Montgomery County District Attorney's Office.

This unit would consist of two full time District Attorney Investigators that would reinvestigate cases the have remained unsolved and are no longer being actively worked. This unit would work closely with the Montgomery County Sheriff's Office and the Montgomery Police Department. As the Chief Law Enforcement Official for Montgomery County, I believe that this unit should be housed in the District Attorney's Office.

On average there are approximately 10 homicide cases each year that go unsolved. The families of these victims deserve justice and they deserve to know that their case is not cold and that someone is actively working to bring the person responsible for the death of their loved one to justice.

I am requesting that the Montgomery County Commission consider this proposal and work with me to address this issue in our county.

8.2

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 3

DEPARTMENT: DA - General Fund **REQUESTED BY:** Daryl Bailey 05/30/19
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 5/30/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	001-51261.110	1,485,563	40,090	1,525,653
Retirement	001-51261.121	135,315	4,474	139,789
Health Insurance	001-51261.122	225,000	6,000	231,000
Life Insurance	001-51261.123	2,851	68	2,919
Social Security	001-51261.124	116,041	3,067	119,108
Workers Compensation	001-51261.125	15,170	401	15,571
Fuels & Lubricants	001-51261.212	15,000	800	15,800
Cellular Service	001-51261.255	15,000	352	15,352
Investigations	001-51261.308	1,000	7,498	8,498
Motor Vehicles	001-51261.551	100,644	25,000	125,644
Fund Balance	001.35900		(87,750)	(87,750)
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 2,111,584	\$ 0	\$ 2,111,584

JUSTIFICATION: Cold Case Unit expenditures for June - Sept, 2019

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title Investigator I
Position Number
Pay Grade PS5 Pay Range \$61,226 - \$85,444
Proposed Effective Date June 3, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

For Cold Case Unit

Daryl D. Bailey
Department Head

Date 05/30/2019

FINANCIAL IMPACT:

Based on a handout from the 5/6/19 meeting the annual cost is \$ 82,457 for this position.
If hired 6/3/2019 as stated by the department above, the cost would be approximately \$27,486 for FY 2019.

Sherrill Thomas
Finance Director

Date 5/30/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title Investigator II

Position Number

Pay Grade PS6 Pay Range \$69,064 - \$99,672

Proposed Effective Date June 3, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

For Cold Case Unit

Daryl D. Bailey
Department Head

Date 05/30/2019

FINANCIAL IMPACT:

Based on a handout from the 5/6/19 meeting the annual cost is \$91,848 for this position.
If hired 6/3/2019 as stated by the department above, the cost would be approximately \$30,616 for FY 2019.

Sherrill Thomas
Finance Director

Date 5/30/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

8-5

Cold Case Unit Budget

PERSONNEL:

Salary, <u>Investigator I</u> , PS5-03	61,226	
Retirement - 11.16%	6,833	
Health Insurance	9,000	
Life Insurance	102	
Social Security	4,684	
Workers Compensation	612	
Total		82,457

Salary, <u>Investigator II</u> , PS6-02	69,064	
Retirement - 11.16%	7,708	
Health Insurance	9,000	
Life Insurance	102	
Social Security	5,283	
Workers Compensation	691	
Total		91,848

TOTAL PERSONNEL: 174,304

OPERATING EXPENSES:

Cell Phone Charges (\$44/mo)	2	528	1,056
Fuel Charges	2	1,200	2,400
			3,456

TOTAL ANNUAL EXPENSES: 177,760

ONE TIME EQUIPMENT EXPENSES:

Vehicle	1	25,000	25,000
Lights for Vehicle	1	2,000	2,000
Cell Phones/Cases/Clips	2	500	1,000
Badges	2	315	630
Bullet Proof Vests	2	845	1,690
Service Weapon	1	470	470
Desktops	2	600	1,200
Monitors	2	105	210
Printers	2	149	298

TOTAL ONE TIME EXPENSES: 32,498

JUN - 3 2019

9-1

JUN - 3 2019

92 Minis
 Administrator

Date 6/3/19

AGENDA

JUN - 3 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: May 13, 2019

RE: Invitation to Bid No. 53600-19B-012
Resurfacing Various County Roads
Project No. MC-1-2019

I request approval of award on the above referenced Invitation to Bid, to the lowest bidder, Wiregrass Construction Co. Inc., in the amount of \$664,724.80, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

Coordination of award made with George Speake, County Engineer.

Attachment

•

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:										BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53600-19B-012										Wiregrass Construction Co. Inc. 1342 Carmichael Way Montgomery, AL 36106 Attn: W. Garrett Pass (334) 356-2560 Minority Business Owned Yes X No		MidSouth Paving Inc. 4238 West Blvd. Montgomery, AL 36108 Attn: Charles Cook (334) 288-8310 Minority Business Owned Yes X No		Asphalt Contractors, Inc. P. O. Box 241447 Montgomery, AL 36124 Attn: Ronald C. Brasseil (334) 279-5228 Minority Business Owned Yes X No					
DATE ISSUED: APRIL 8, 2019																			
DATE OPENED: May 7, 2019																			
REQUESTING DEPARTMENT: Engineering																			
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	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	405A-000 Tack Coat	GAL	7490	\$7.00	\$ 52,430.00	\$3.20	\$23,968.00	\$4.50	\$33,705.00										
2	407B-000 Joint Sealant for Hot Mix Asphalt	MI	6	\$150.00	\$ 900.00	\$200.00	\$1,200.00	\$350.00	\$2,100.00										
3	408A-052 Planning	SY	402	\$10.00	\$ 4,020.00	\$23.40	\$9,406.80	\$21.00	\$8,442.00										
4	424A-340 Aggregate	TN	3702	\$104.40	\$ 386,488.80	\$111.85	\$414,068.70	\$125.75	\$465,526.50										
5	424A-346 Wearing Layer Leveling	TN	1679	\$94.00	\$ 157,828.00	\$98.05	\$164,825.95	\$110.75	\$185,949.25										
6	701A-231 Solid White Traffic Stripe	MI	7	\$2,800.00	\$ 19,600.00	\$2,835.00	\$19,845.00	\$3,080.00	\$21,560.00										
7	701A-235 Yellow Traffic Stripe	MI	6	\$2,800.00	\$ 16,800.00	\$2,835.00	\$17,010.00	\$3,080.00	\$18,480.00										
8	701A-245 Broken Yellow Traffic Stripe	MI	4	\$1,725.00	\$ 6,900.00	\$1,745.00	\$6,980.00	\$1,900.00	\$7,600.00										
9	701C-000 Broken Temporary Traffic Stripe	MI	7	\$850.00	\$ 5,950.00	\$865.00	\$6,055.00	\$950.00	\$6,650.00										
10	701C-001 Solid Temporary Traffic Stripe	MI	10	\$850.00	\$ 8,500.00	\$865.00	\$8,650.00	\$950.00	\$9,500.00										
11	703A-002 Traffic Control Markings	SF	286	\$10.00	\$ 2,860.00	\$10.20	\$2,917.20	\$15.00	\$4,290.00										
12	705A-032 Pavement Markers	EA	113	\$5.00	\$ 565.00	\$5.15	\$581.95	\$10.00	\$1,130.00										
13	705A-037 Pavement Markers	EA	377	\$5.00	\$ 1,885.00	\$5.15	\$1,941.55	\$10.00	\$3,770.00										
Total Bid Amounts					\$ 664,724.80		\$677,250.15		\$768,702.75										

Notes:

CONTRACTUAL AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of June 2019, by and between the Montgomery County Commission, party of the first part (hereinafter called the County), and Wiregrass Construction Co. Inc., party of the second part (hereinafter called the Contractor).

W I T N E S S E T H

WHEREAS, the County desires the Resurfacing Various County Roads for a distance of 3.834 miles hereinafter more particularly described, and the Contractor desires to furnish and deliver all the materials and to do and perform all the work and labor for the said purpose;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged; the parties hereto agree as follows:

1. Wiregrass Construction Co. Inc. promises and agrees to furnish and deliver all the materials to do and perform all the work and labor required to be furnished and delivered; done and performed in and about the improvement of property in Montgomery County known as:

Project No. MC-1-2019 same to be Bid No. 53600-19B-012 in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared or approved by the Chairman of the County Commission, the originals of which are on file in the office of the County Engineer and which said Plans and Specifications, Notice to Contractors, and Proposal are hereby made a part of this Agreement fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The County agrees and promises to pay to the Contractor for said work, when completed in accordance with the Provisions of this Contract, the price as set forth in said Proposal amounting to Six Hundred Sixty-Four Thousand Seven Hundred Twenty- Four Dollars and 80/100 (\$664,724.80) payments to be made as provided in said Specifications upon presentation of the proper certificates and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the Chairman of the County Commission or his representatives.

4. The decision of said Chairman of the County Commission upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.
5. Montgomery County Commission and Wiregrass Construction Co. Inc. reserves the right to cancel this contract with a (30) day written notice, at any time during the contract due to non-compliance of the contract by Wiregrass Construction Co. Inc., and/or Montgomery County Commission.
6. Wiregrass Construction Co., Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Wiregrass Construction Co. Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Wiregrass Construction Co. Inc., its employees, agents and officers. Wiregrass Construction Co. Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Wiregrass Construction Co. Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. If a dispute arises out of or relates to this Agreement or it 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 locations 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 Wiregrass Construction Co. Inc.
8. 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.

IN WITNESS WHEREOF, the MONTGOMERY COUNTY COMMISSION as caused these present to be executed by Elton N. Dean, Sr., Chairman, and Wiregrass Construction Co. Inc., the Contractor, has hereto set his hand and seal this day and year above written.

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

Elton N. Dean, Sr.

Chairman

WITNESS:

WIREGRASS CONSTRUCTION CO. INC.

BY: _____

Printed Name

TITLE: _____

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 9

AGENDA

JUN - 3 2019

DEPARTMENT: Engineering REQUESTED BY: George Speake 5/21/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 5/23/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Main. Const Equipment	111-53200.232	54,000	24,000	78,000
Road Const & Main. Supplies	111-53200.213	100,350	(12,000)	88,350
Road Const & Main. Supplies	111-53800.213	55,400	(12,500)	42,900
Dumpster Service	111-53300.248	700	500	1,200
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 210,450	\$ 0	\$ 210,450

JUSTIFICATION: To realign budget for Repair & Main Construction Equipment, and Dumpster Service



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

JUN - 3 2019

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 16, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Administrative Service Manager

Please be advised that Myrtle Singleton has accepted the position as the Administrative Service Manager at the Montgomery County Sheriff's Office. Her current position as Purchasing Manager as well as the new position of Administrative Service Manager are both A-10 pay scale positions. She is currently at a step 4 level of the A-10 pay scale; we are hereby requesting that she be brought over at a step 5 level.

Please place this matter on the next agenda and let me know if you have any questions.

Thank you.

DC/crv

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

14-1

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

POSITION FILL REQUEST- UNBUDGETED

AGENDA

JUN - 3 2019

DEPARTMENT: Sheriff

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Sheriff Derrick Cunningham

POSITION INFORMATION:

Position Title Tailor

Position Number 550472001

Pay Grade S04 Pay Range \$26,096 - \$38,992

Proposed Effective Date May 27, 2019

Type of Hire (☐) New (☐) Promotional

Type of Appointment (☐) Permanent (☐) Temporary

JUSTIFICATION:

The Tailor position is a budgeted part-time position; however, we are requesting to reallocate the part-time position to an full-time position due to the excessive workload as the Tailor is responsible for all uniforms for the entire Detention Facility personnel, all Deputies and all Clerks. This reallocation has already saved the county funding in excess.

Derrick Cunningham, Sheriff Date May 14, 2019

Department Head

FINANCIAL IMPACT:

The current position is part time (24 hours per week) and receives no benefits at an annual cost of \$23,019. If the employee goes to 40 hours per week the estimated annual cost with benefits would be \$50,693 an increase of \$27,674.

Sherrill R. Thomas Date 5/14/2019

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator Date

15-1



Expense Budget Worksheet Report

Sheriff Uniform Budgets

Account Description	2016 Adopted Budget	2016 Actual Amount	2017 Adopted Budget	2017 Actual Amount	2018 Adopted Budget	2018 Actual Amount	2019 Adopted Budget	2019 Actual thru 5/10/19
Fund 001 - General Fund								
Department 52110 - Sheriff's Office								
<i>Other Operating</i>								
203 Uniforms, Clothing & Footwear	56,000.00	55,999.94	56,000.00	51,512.46	56,000.00	56,505.20	56,000.00	47,262.24
Department 52200 - Detention Facility								
<i>Other Operating</i>								
203 Uniforms, Clothing & Footwear	95,000.00	73,974.12	95,000.00	85,895.01	95,000.00	62,566.49	90,000.00	14,532.41
Uniform Budget Totals	\$151,000.00	\$129,974.06	\$151,000.00	\$137,407.47	\$151,000.00	\$119,071.69	\$146,000.00	\$61,794.65

The part time Tailor was hired in March 2017.

The adopted budgets for uniforms were not reduced in FY 2018.

Savings in the 2018 uniform budget allowed for a \$29,175 budget change from the uniform budget to cover the cost of new Kitchen equipment.

15-2

JUN - 3 2019

DEPARTMENT: Purchasing
DEPARTMENT HEAD: Myrtle Singleton, Purchasing Manager
SUPERVISOR: Myrtle Singleton

POSITION INFORMATION:

Position Title Buyer II
Position Number TBD
Pay Grade A07 Pay Range \$40,664 - \$60,755
Proposed Effective Date June 3, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The purchasing department currently has one Buyer II and two Buyer I positions. The current needs of the department would be better served to operate with two Buyer II positions. We are requesting to add a Buyer II position and inactivate a Buyer I position. The new position would be filled by a department promotion.

Myrtle Singleton
Department Head

Date 5/14/2019

FINANCIAL IMPACT:

The financial effect to the FY 2019 budget is approximately \$1,500. The financial impact to the FY 2020 budget is estimated at \$4,228.

Sherrill R Thomas
Finance Director

Date 5/14/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

POSITION FILL REQUEST- UNBUDGETED

AGENDA

JUN - 3 2019

DEPARTMENT: Engineering
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title Engineering Aide II
 Position Number 640607010
 Pay Grade A04 Pay Range 28,765 - 42,978
 Proposed Effective Date June 17, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Engineering Department would like to promote an employee to this position as an Engineering Aide II, position #640607010 and remove the allocation of the Engineering Aide I, Position # 640574011

George Speake
 Department Head
 Date May 9, 2019

FINANCIAL IMPACT:

Due to recent resignations, retirements and vacancies, the Engineering Department's FY 2019 budget has adequate funding to cover the additional cost of this promotion. The additional costs for the remaining 3 months of FY 2019 is \$753. The additional costs for subsequent budgets would be approximately \$3,200 per budget year.

Sherrill Thomas
 Finance Director
 Date 5/9/2019

ADMINISTRATIVE REVIEW/COMMENTS:

 County Administrator
 Date _____

17-1

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN - 3 2019

DEPARTMENT: Montgomery County Engineering D3
DEPARTMENT HEAD: George Speake
SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator III
Position Number 630553008 Replacing M. Sullivan
Pay Grade S08-1 Pay Range 31,257 - 46,700
Proposed Effective Date July 15, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date May 17, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/20/2019

Sherrill Thomas

Finance Director

Date 5/21/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN - 3 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Correction's Officer Trainee
Position Number 500419082 (replace A. Belser)
Pay Grade PCT Pay Range \$31,299
Proposed Effective Date June 17, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/29/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/30/2019

Sherrill Thomas

Finance Director

Date 05/30/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date

JUN - 3 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Correction's Officer Trainee
 Position Number 500419216 (replace L Williams)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date June 17, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 05/29/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 05/30/2019
 Employee Benefit Manager

Sherrill Thomas Date 05/30/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN - 3 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Correction's Officer, Sergeant
Position Number 500421132 (replace V. Roberson)
Pay Grade PC3 Pay Range \$40,828 - \$61,002
Proposed Effective Date June 17, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/29/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/30/2019

Sherrill Thomas

Finance Director

Date 05/30/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

JUN - 3 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425134 (replace L. Timmons)
 Pay Grade PC2 Pay Range 35,097-52,440
 Proposed Effective Date June 17, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 05/21/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/23/2019

Sherrill Thomas

Finance Director

Date 05/28/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUN - 3 2019

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise, Chief Probation Officer
 SUPERVISOR: Beverly Riddle Wise, Chief Probation Officer

POSITION INFORMATION:

Position Title Juvenile Probation Supervisor
 Position Number 900308037 Replace B. Wise
 Pay Grade A10 Pay Range \$56,189 - \$83,951
 Proposed Effective Date June 17, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp

Department Head

Date 05/22/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 05/23/2019

Sherrill Thomas

Finance Director

Date 05/28/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date

Montgomery County Commission
Travel / Training Request Approval
Request # 38

AGENDA

JUN - 3 2019

Date: May 21, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: 08.20.2019 Return Date: 08.22.2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend ACCA Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. _____
2. Regina Walker 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$1,100.00 Advance Registration Required: \$430.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,100.00 and advance registration of \$430.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$35,025.00</u>	
Budget Available:	<u>\$4,975.00</u>	
Current Requests:	<u>\$1,100.00</u>	
Budget Balance:	<u>\$3,875.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/23/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 39

AGENDA

JUN - 3 2019

Date: May 29, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Pensacola, FL
Departure Date: 07.23.2019 Return Date: 07.24.2019
Conference Leave (Days / Hours): 2 Day
Purpose of Travel: attend After Parkland Law Enforcement Seminar

Traveler (s) Name: 1. Randy Pollard 4. _____
2. David Talley 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$400.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 6/3/19 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$35,025.00</u>	
Budget Available:	<u>\$4,975.00</u>	
Current Requests:	<u>\$1,500.00</u>	
Budget Balance:	<u>\$3,475.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/30/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

JUN - 3 2019

Date: May 29, 2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: 8/20/2019 Return Date: 8/23/2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend 2019 ACCA Annual Convention and participate in CROAA training sessions. Qualifies for 20 CPE Hrs. Toward 2019 Certification Requirement.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$1,394.68 Advance Registration Required: \$215.00
Department Name: Tax & Audit Fund Name: General
Additional Comments: Estimated Costs: \$215.00 Advance Registration Fee. Lodging \$690.00.
Meals \$250.00. Mileage \$229.68. Parking/Tolls \$10.00.
Sponsored by the ACCA.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator
The above request is app. 5/20/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,394.68 and advance registration of \$215.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,850.00</u>	
Approved Requests:	<u>\$6,114.18</u>	
Budget Available:	<u>\$6,735.82</u>	
Current Requests:	<u>\$1,394.68</u>	
Budget Balance:	<u>\$5,341.14</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/29/2019
cc: Finance Director / Buyer

Resolution

WHEREAS, Mr. Dimitrios Gus Polizos was born on August 14, 1950, in Montgomery, Alabama, to Kiki Hiras Polizos and the late Gus V. Polizos; and

WHEREAS, he graduated from Troy State University with a degree in business; and

WHEREAS, he was a devoted husband to his beloved wife, Dorothy Ann Gibbons Caver Polizos, a loving father to his three children, Kiki Kipreos (Nikolaos), Pete Polizos (Ashli) and Dean Polizos and a beloved grandfather to his five grandchildren, Eleni Kipreos, Stefanos Kipreos, James Polizos, Andrew Polizos and Adelyn Polizos; and

WHEREAS, he was a lifelong member of the Greek Orthodox Church of the Annunciation; and

WHEREAS, Rep. Polizos' interest in owning a small business combined with his passion for the food service industry led him to follow in his father's footsteps in the restaurant business. He owned several food establishments over a span of 44 years, including The Pub in Montgomery Mall, Capitol Grill, and finally Mr. Gus' on Atlanta Highway which he opened in 2003; and

WHEREAS, he had a servant's heart and followed his calling to help others by serving as District 3 Montgomery County Commissioner from 2004-2013; and

WHEREAS, during his years as Commissioner, Mr. Polizos worked tirelessly to improve the lives of Montgomery County citizens. While Commissioner, he was an advocate for refurbishing the former Montgomery Advertiser building, now Courthouse Annex III and home to the County Commission office; and

WHEREAS, he went on to serve the state as State Representative for House District 74 from 2013 until his death; and

WHEREAS, in the House he served as vice-chair of the Small Business and Commerce Committee. Rep. Polizos was known as a conservative who was watchful of tax dollars and a man of honor who cared deeply for his family and constituents; and

WHEREAS, he was a lifelong member of the Order of AHEPA (American Hellenic Educational Progressive Association) where he served in the past as President and District Governor. AHEPA is a philanthropic organization supporting many national projects including the AHEPA National Housing Corporation, one of the largest providers of affordable housing for the elderly with 95 apartment communities in 21 states. Rep. Polizos served on the board for the AHEPA Penelope Apartments in Hoover, Alabama, and as President of the AHEPA Chapter 23 Senior Apartments in Montgomery. As part of his duties, he served on the Board of Directors for the AHEPA National Housing Corporation; and

WHEREAS, Mr. Polizos transitioned from his earthly home into eternal joy and peace on March 27, 2019, at the age of 68.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of Commissioner and Representative Dimitrios Polizos, acknowledge his many contributions to Montgomery County and its citizens, and express our condolences to his family.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 3rd day of June, 2019.

AGENDA

JUN - 3 2019

Commissioner Elton N. Dean, Sr., Chairman

Commissioner Rhonda M. Walker, Vice Chairman

Commissioner Daniel Harris Jr.,

Commissioner Isaiah Sankey,

Commissioner Doug Singleton

Dear Commissioners:

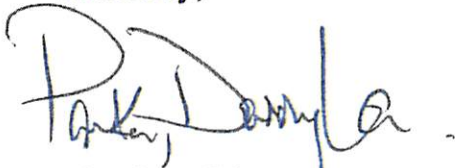
Please find attached polling place specifications for the 2019 Special Republican Primary Election for House District 74. This document reflects the updated list of polling places included in the District 74 Special Republican Primary Election for House District 74, the number of election workers assigned to each precinct, and the allotted voting equipment for each precinct.

I ask that the Montgomery County Commission waive the rules and approve the recommended allocations for the 2019 Special Republican Primary Election for House District 74 at its June 3rd, 2019 County Commission meeting.

Please note that the Special General Election for House District 74 will take place on August 27, 2019. The number of election workers and allocated election equipment totals would be proportionate to the number of polling places effected.

If I can be of any further assistance, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Parker D. Sankey".

Elections Director

ATTACHEMENTS

2019 Special House 74 Primary Election
(Numbers are from County precinct lines)

Precinct	Registered Eligible Voters (as of 4/5/19)	Registered ACTIVE Voters (as of 4/11/19)	Precinct Check-In Tables - 2 Poll Pads per table / per 1,000 Eligible Voters (not including Help Desk)	Total Poll Pads per 1,000 Eligible Voters	Ballot Tables	Total Polling Officials	Tabulators for Primary	Express Votes
103 Montgomery Museum of Fine Arts	878	834	1	2	1	9	2	1
301 Dalraida Church of Christ	5,590	5,281	3	5	1	16	4	2
302 Flowers Elementary School	2,973	2,802	2	3	1	10	2	1
303 Eastmont Baptist Church	4,894	4,676	3	5	1	13	2	1
304 Lagoon Park Fire Station	4,268	4,041	2	4	1	12	2	1
305 Frazer UMC	5,376	4,839	3	5	1	16	4	2
306 Eastdale Baptist Church	313	279	1	2	1	9	2	1
405 Houston Hills Community Center	315	302	1	2	1	9	2	1
407 King Hill Community Center	693	638	1	2	1	9	2	1
413 Wares Ferry Elementary School	213	204	1	2	1	9	2	1
501 First Christian Church	3,546	3,332	1	2	1	10	3	1
512 St. James Methodist Church	1,595	1,525	1	2	1	10	2	1
Totals:	30,654	28,753	20	36	12	132	29	14
				12				
				48				

TOTAL TABLES NEEDED FOR SET-UP (including check-in tables, ballot tables & help desks):

44

12 Ch. Insp. @ \$145 =	\$ 1,740.00
12 Insp. @ \$125 =	\$ 1,500.00
108 Chief Clerks & Poll Wrks. @ \$100 =	\$ 10,800.00
estimated total: =	\$ 14,040.00

AGENDA

JUN - 3 2019

May 30, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Perry Street Parking Deck-Stair Tower Demolition

Montgomery County Commission issued a bid package for the demolition of the stair towers on the Perry Street Parking Deck on March 8, 2019, to remove the dangerous conditions associated with the deterioration of those structures. No bids were received at the scheduled bid opening on April 4, 2019.

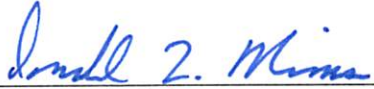
Pursuant to the Alabama Public Works Law Section 39-2-6, Goodwyn Mills and Cawood negotiated for the work through the receipt of informal bids. Bids were solicited from numerous contractors, and only one contractor provided a bid.

Goodwyn Mills and Cawood recommends that the bid be awarded to David Jordan and Company, Inc., the only bidder, for \$199,000, which includes an allowance of 2.6% for unforeseen circumstances. The Gleeds estimate for demolition dated April 2, 2019, was \$198,774.

I request that rules be waived and the bid award to David Jordan and Company, Inc., be placed on the June 3, 2019, agenda.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 17, 2019, at 8:00 in the morning.



Administrator



Chairman