

Elton N. Dean, Sr.  
CHAIRMAN

Ronda M. Walker  
VICE CHAIRMAN

Daniel Harris, Jr.  
Isaiah Sankey  
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen  
DEPUTY ADMINISTRATOR

March 5, 2020

## **MEMORANDUM**

TO: Montgomery County Commission

FROM: Florence M. Cauthen  
Interim County Administrator

SUBJECT: Information pertaining to the March 10, 2020  
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Tuesday, March 10, 2020, at 3:30 p.m. The Formal Session will begin at 5:00 p.m.

**Please note that Filing of the 2019 Statement of Economic Interests Forms is due April 30, 2020. The online Statement of Economic Interests form is available for submission at the following website: [www.ethics.alabama.gov](http://www.ethics.alabama.gov).**

1. County Commission Information Session Schedule for March 10, 2020

### **Items to Consider for the Tuesday, March 24, 2020 Montgomery County Commission Regular Meeting Agenda**

2. Consider Authorization of Agreement for Resurfacing Meriwether Trail from SR-94 Eastward to the Pike County Line, Project# STPNU-5118(256), MCP 51-04-18, CPMS Ref.# 100068888 and Related Resolution, Engineering Department
3. Consider Authorization of Bid Award to Asphalt Contractors, Inc., regarding Resurfacing County Roads, Projects RA MCP51-01-2020 through RA MCP51-06-2020 and MCP51-07-2020, Bid Number 53108-20B-012, Engineering Department
4. Consider Authorization of Budget Change Request Number 1, Recreation Board

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A COUNTY OLDER THAN THE STATE

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**General Information Items**

5. Proposed Memorandum of Understanding with the City of Montgomery regarding Subsidizing the Fairview Farmer's Market **(In 2016, the Commission paid \$4,500; in 2017, the Commission paid \$9,900; and in 2018, the Commission paid \$10,000)**
6. Memorandum regarding Board Member Reappointments to the Montgomery County Community Punishment and Corrections Authority
7. Memorandum regarding Board Member Appointment to the Pintlala Water and Fire Protection Authority
8. Memorandum regarding Board Member Appointments to the Catoma Volunteer Fire Protection Authority
9. Memorandum regarding Board Member Appointments to the Rolling Hills/Lakes Volunteer Fire Department

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION  
INFORMATION SESSION SCHEDULE  
FOR  
MARCH 10, 2020

- 3:30 p.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 3:35 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems
- 3:40 p.m. County Engineer George Speake – Presentation regarding Agreement for Resurfacing Meriwether Trail from SR-94 Eastward to the Pike County Line **(Future Agenda Item 2)**, Bid Award to Asphalt Contractors, Inc., regarding Resurfacing County Roads **(Future Agenda Item 3)**, and Update regarding Engineering Operations
- 3:45 p.m. Manager of Public Affairs Hannah Hawk –Update regarding Public Affairs
- 3:50 p.m. CEO Doris D. Crenshaw with the Southern Youth Leadership Development Institute – Presentation regarding the 2020 Summer Program and Request for Funding **(On 2/19/19, the Commission appropriated \$12,500 from their joint designated revenue account for the Youth Program and on 2/20/18, the Commission appropriated \$25,000 from their joint designated revenue account for the Youth Program)**
- 4:00 p.m. Marketing/Public Relations Specialist Felicia Taylor with Alabama State University requesting Funding in the Amount of \$20,000 for the SkyCap Annual Kids/Youth College Adventure Program **(On 2/20/18, the Commission appropriated \$10,000 from their joint designated revenue account. On 6/18/18, the Commission appropriated \$7,500 from their joint designated revenue account. In 2018, Commissioner Sankey appropriated \$2,500)**
- 5:00 p.m. Formal Session
- 5:30 p.m. Adjourn

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

March 5, 2020

### MEMORANDUM

TO: Florence M. Cauthen  
Interim County Administrator

FROM: George C. Speake *George C. Speake*  
County Engineer *3/5/2020*

SUBJECT: Approval of Agreement for Resurfacing  
Meriwether Trail from SR-94 eastward to the Pike County Line  
Project# STPNU-5118(256), MCP 51-04-18, CPMS Ref. # 100068888

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 Meriwether Trail from SR-94 eastward to the Pike County Line (6.956 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 THE  
MONTGOMERY COUNTY COMMISSION**

**Resurfacing on CR-28 (Meriwether Trail)  
From SR-94 to the Pike County Line**

**Project No. STPNU-5118(256)  
County Project No. MCP 51-04-18  
CPMS Ref# 100068888**

**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 on CR-28 (Meriwether Trail) from SR-94 to the Pike County line; Length – 6.956 miles; Project# STPNU-5118(256); MCP 51-04-18; CPMS Ref# 100068888.

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

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be based on the proportional Federal Aid to the total project as let cost, up to 80%.
- B. The estimated cost and participation by the various parties is as follows:

| FUNDING SOURCE                    | ESTIMATED COSTS |
|-----------------------------------|-----------------|
| FA Funds (FY 2018)                | \$ 375,000.64   |
| FA Funds (FY 2019)                | \$ 533,000.00   |
| County Funds                      | \$ 325,252.42   |
|                                   | -----           |
| TOTAL (Incl CE&I & Indirect Cost) | \$ 1,233,253.06 |

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 relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- 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 or state funding and the refund of any federal or state 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)

\_\_\_\_\_  
Print Name of Clerk  
(AFFIX SEAL)

\_\_\_\_\_  
Print 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 on CR-28 (Meriwether Trail) from SR-94 to the Pike County line;  
Length – 6.956 miles; Project# STPNU-5118(256); MCP 51-04-18; CPMS Ref# 100068888.**

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

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**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

Page 3

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**

Page 5

- 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 inplace 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.

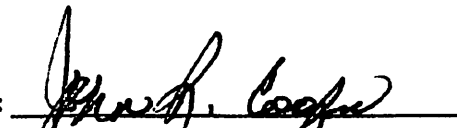
RECOMMENDED FOR APPROVAL:

  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:

  
CHIEF ENGINEER

APPROVAL:

  
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

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**INTEROFFICE MEMORANDUM**

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**TO:** Florence Cauthen, Interim Administrator

**FROM:** John Brown, Purchasing Manager 

**SUBJECT:** Invitation to Bid: 53108-20B-012  
Resurfacing County Roads / Projects RA MCP51-01-2020  
Through RA MCP 51-06-2020 and MCP 51-07-2020

**DATE:** February 24, 2020

**CC:**

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Request approval of award on the above-referenced Invitation to Bid to the lowest responsible bidder, Asphalt Contractors, Inc., in the amount of \$2,582,336.50, be placed on a future agenda for the County Commission Meeting (Copy of spreadsheet attached).

Coordination of award was made with George Speake, Montgomery County Engineer.

Attachment

**Purchasing Department**  
**Montgomery County Commission**

[illegible]
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**Purchasing Department  
Montgomery County Commission**

| ABSTRACT FOR BIDS:                                |                                                |       |       | BID # 1                                                                                                                                                         |                 | BID # 2                                                                                                                                        |                 | BID # 3                                                                                                                                                    |                 | BID # 4    |                 | BID # 5    |                 |
|---------------------------------------------------|------------------------------------------------|-------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|-----------------|------------|-----------------|
| INVITATION TO BID NO: 53108-208-012               |                                                |       |       | Wiregrass Construction Co. Inc.<br>1342 Carmichael Way<br>Montgomery, AL 36106<br>Attn: W. Garrett Pass<br>(334)356-2560<br>Minority Business Owned<br>Yes X No |                 | MidSouth Paving Inc.<br>4238 West Blvd.<br>Montgomery, AL 36108<br>Attn: Charles Cook<br>(334) 288-8310<br>Minority Business Owned<br>Yes X No |                 | Asphalt Contractors, Inc.<br>P. O. Box 241447<br>Montgomery, AL 36124<br>Attn: Ronald C. Brassell<br>(334) 279-5228<br>Minority Business Owned<br>Yes X No |                 |            |                 |            |                 |
| DATE ISSUED: January 29, 2020                     |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| DATE OPENED: February 19, 2020                    |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| REQUESTING DEPARTMENT: ENGINEERING DEPARTMENT     |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| PLAN 2: MCP 51-07-20                              |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| DELIVERY DATE:                                    |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| ITEM                                              | 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 |
| 19                                                | 405A-000 Tack Coat                             | GAL   | 21814 | \$4.00                                                                                                                                                          | \$ 87,256.00    | \$3.05                                                                                                                                         | \$66,532.70     | \$3.25                                                                                                                                                     | \$70,895.50     |            |                 |            |                 |
| 20                                                | 407B-000 Joint Sealant for Hot Mix Asphalt     | MI    | 20    | \$150.00                                                                                                                                                        | \$ 3,000.00     | \$225.00                                                                                                                                       | \$4,500.00      | \$150.00                                                                                                                                                   | \$3,000.00      |            |                 |            |                 |
| 21                                                | 408A-052 Planning Existing Pavement            | SYD   | 426   | \$16.25                                                                                                                                                         | \$ 6,922.50     | \$23.00                                                                                                                                        | \$9,798.00      | \$4.50                                                                                                                                                     | \$1,917.00      |            |                 |            |                 |
| 22                                                | 424A-340 Wearing Layer, 1/2" Max. Aggregate    | TN    | 13080 | \$79.25                                                                                                                                                         | \$ 1,036,590.00 | \$76.98                                                                                                                                        | \$1,006,898.40  | \$75.10                                                                                                                                                    | \$982,308.00    |            |                 |            |                 |
| 23                                                | 424B-635 Upper Binder Layer, 3/4" Aggregate    | TN    | 8282  | \$66.75                                                                                                                                                         | \$ 552,823.50   | \$63.45                                                                                                                                        | \$525,492.90    | \$67.50                                                                                                                                                    | \$559,035.00    |            |                 |            |                 |
| 24                                                | 424B-640 Upper Binder Layer, Patching, 1" Mat. | TN    | 100   | \$140.00                                                                                                                                                        | \$ 14,000.00    | \$230.00                                                                                                                                       | \$23,000.00     | \$155.00                                                                                                                                                   | \$15,500.00     |            |                 |            |                 |
| 25                                                | 600A-000 Lump Sum / Mobilization               | EA    | 1     | \$153,000.00                                                                                                                                                    | \$ 153,000.00   | \$39,500.00                                                                                                                                    | \$39,500.00     | \$51,000.00                                                                                                                                                | \$51,000.00     |            |                 |            |                 |
| 26                                                | 701A-231 Solid White Traffic Stripe            | MI    | 22    | \$2,900.00                                                                                                                                                      | \$ 63,800.00    | \$2,650.00                                                                                                                                     | \$58,300.00     | \$2,650.00                                                                                                                                                 | \$58,300.00     |            |                 |            |                 |
| 27                                                | 701A-235 Solid Yellow Traffic Stripe           | MI    | 20    | \$2,900.00                                                                                                                                                      | \$ 58,000.00    | \$2,650.00                                                                                                                                     | \$53,000.00     | \$2,650.00                                                                                                                                                 | \$53,000.00     |            |                 |            |                 |
| 28                                                | 701A-245 Broken Yellow Traffic Stripe          | MI    | 9     | \$1,900.00                                                                                                                                                      | \$ 17,100.00    | \$1,725.00                                                                                                                                     | \$15,525.00     | \$1,725.00                                                                                                                                                 | \$15,525.00     |            |                 |            |                 |
| 29                                                | 701C-000 Broken Temporary Traffic Stripe       | MI    | 9     | \$880.00                                                                                                                                                        | \$ 7,920.00     | \$800.00                                                                                                                                       | \$7,200.00      | \$800.00                                                                                                                                                   | \$7,200.00      |            |                 |            |                 |
| 30                                                | 701C-001 Solid Temporary Traffic Stripe        | MI    | 20    | \$935.00                                                                                                                                                        | \$ 18,700.00    | \$850.00                                                                                                                                       | \$17,000.00     | \$850.00                                                                                                                                                   | \$17,000.00     |            |                 |            |                 |
| 31                                                | 703A-002 Traffic Control Markings              | SF    | 651   | \$5.50                                                                                                                                                          | \$ 3,580.50     | \$5.00                                                                                                                                         | \$3,255.00      | \$5.00                                                                                                                                                     | \$3,255.00      |            |                 |            |                 |
| 32                                                | 703B-002 Traffic Control Legends               | SF    | 137   | \$5.50                                                                                                                                                          | \$ 753.50       | \$5.00                                                                                                                                         | \$685.00        | \$5.00                                                                                                                                                     | \$685.00        |            |                 |            |                 |
| 33                                                | 703D-001 Temporary Traffic Control Markings    | SF    | 120   | \$2.20                                                                                                                                                          | \$ 264.00       | \$2.00                                                                                                                                         | \$240.00        | \$2.00                                                                                                                                                     | \$240.00        |            |                 |            |                 |
| 34                                                | 703E-001 Temporary Traffic Control Legends     | SF    | 137   | \$3.30                                                                                                                                                          | \$ 452.10       | \$3.00                                                                                                                                         | \$411.00        | \$3.00                                                                                                                                                     | \$411.00        |            |                 |            |                 |
| 35                                                | 705A-032 Pavement Markers                      | EA    | 431   | \$4.40                                                                                                                                                          | \$ 1,896.40     | \$4.00                                                                                                                                         | \$1,724.00      | \$4.00                                                                                                                                                     | \$1,724.00      |            |                 |            |                 |
| 36                                                | 705A-037 Pavement Markers                      | EA    | 1471  | \$4.40                                                                                                                                                          | \$ 6,472.40     | \$4.00                                                                                                                                         | \$5,884.00      | \$4.00                                                                                                                                                     | \$5,884.00      |            |                 |            |                 |
| 37                                                | 740B-000 Construction Signs                    | SF    | 1209  | \$15.00                                                                                                                                                         | \$ 18,135.00    | \$10.20                                                                                                                                        | \$12,331.80     | \$14.75                                                                                                                                                    | \$17,832.75     |            |                 |            |                 |
| 38                                                | 7400-000                                       | EA    | 1     | \$2,500.00                                                                                                                                                      | \$ 2,500.00     | \$4,500.00                                                                                                                                     | \$4,500.00      | \$7,000.00                                                                                                                                                 | \$7,000.00      |            |                 |            |                 |
|                                                   | Plan 2 Subtotal Bid                            |       |       |                                                                                                                                                                 | \$ 2,053,165.90 |                                                                                                                                                | \$1,855,777.80  |                                                                                                                                                            | \$1,871,712.25  |            |                 |            |                 |
|                                                   |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
|                                                   | Total Bid Amounts                              |       |       |                                                                                                                                                                 | \$2,819,068.65  |                                                                                                                                                | \$2,582,723.23  |                                                                                                                                                            | \$2,582,336.50  |            |                 |            |                 |
|                                                   |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| <b>Notes:</b>                                     |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| Bid Advertisement were posted in Birmingham News, |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| Montgomery Advertiser, Press Register, MCC        |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |
| Purchasing Website, and Bulletin Board.           |                                                |       |       |                                                                                                                                                                 |                 |                                                                                                                                                |                 |                                                                                                                                                            |                 |            |                 |            |                 |

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**STATE OF ALABAMA  
MONTGOMERY COUNTY**

**CONTRACT NO. 53108-20B-012**

**CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of March, 2020, by and between the Montgomery County Commission, (hereinafter called the COUNTY) and Asphalt Contractors, Inc., (hereinafter called the CONTRACTOR).

**WITNESSETH:**

WHEREAS, the COUNTY desires the improvement and construction of a certain road hereinafter more particularly described and the CONTRACTOR desires to furnish and deliver all materials and to do and perform all the work and labor for the said purpose; and

WHEREAS, the COUNTY has awarded the contract in compliance with Title 39 of the Code of Alabama and the Rebuild Alabama Act, Act No. 2019-2; and

WHEREAS, the COUNTY certifies the it has County funds available for the COUNTY's obligations under this contract;

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. The CONTRACTOR promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement and construction of a road in Montgomery County, known as Projects RA MCP 51-01-2020 through RA MCP 51-06-2020 and MCP 51-07-2020, 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 Supplemental Specifications) prepared (or approved) by the Montgomery County Engineer, the originals of which are on file in the Office of the County Engineer of Montgomery County, and which said Plans and Specifications, Notice to Contractors, Bid Documents, and the Proposal (copy attached) are hereby made a part of this Agreement as fully and to the same effect as 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 in compliance with the provisions of Title 39 and the Rebuild Alabama Act, Act No. 2019- 02, when completed in accordance with the Provisions of this Contract, at the price as set forth in the said Proposal amounting to Two million, five hundred eighty-two thousand, three hundred thirty-six dollars and 50/100 (\$2,582,336.50), 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. 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 County Engineer of Montgomery County or his representatives.

4. The decision of the County Engineer of Montgomery County upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said CONTRACTOR shall be final and conclusive.

5. CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY 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 CONTRACTOR, 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 CONTRACTOR, its employees, agents and officers. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. CONTRACTOR also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. 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 COUNTY and CONTRACTOR.

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

IN WITNESS WHEREOF, the Montgomery County Commission has caused these present to be executed by Elton N. Dean, Sr., Chairman of the Montgomery County Commission, and Asphalt Contractors, Inc., has hereto set his hand and seal this day and year above written.

WITNESS:

MONTGOMERY COUNTY COMMISSION

\_\_\_\_\_

By: \_\_\_\_\_  
Chairman

WITNESS:

ASPHALT CONTRACTORS, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Request Number:** 1

**COUNTY COMMISSION APPROVAL:** \_\_\_\_\_

Administrator                      Date

MEMORANDUM OF UNDERSTANDING

City of Montgomery and the Montgomery County Commission

Fairview Farmer's Market

150 West Fairview Avenue, Montgomery, Alabama 36105

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this day \_\_ of November 2019, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission"), collectively referred to as "Parties".

The terms of this MOU between the City and Commission are as follows:

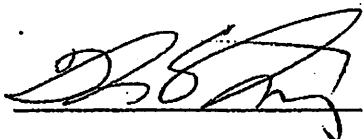
In an effort to keep the availability of fresh fruits and vegetables to the citizens of Montgomery that live in the neighborhoods surrounding the Farmer's Market on 150 West Fairview Avenue, the City and the Commission agree to subsidize the Farmer's Market.

The Commission agrees to pay the City \$10,000 annually, with a one-time payment in December.

The City agrees to pay the utilities and maintain the building that houses the Farmer's Market.

The term if this Agreement will be for one (1) year starting on the date of execution by both the Mayor and Chairman of the County Commission.

WHEREFORE, the Parties have executed this Agreement as of the date of the signatures.



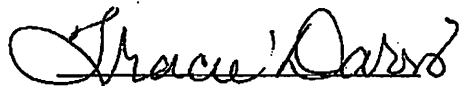
Todd Strange, Mayor

City of Montgomery

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Elton Dean Sr., Chairman

Montgomery County Commission



Witness

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Witness

Elton N. Dean, Sr.  
CHAIRMAN

Ronda M. Walker  
VICE CHAIRMAN

Daniel Harris, Jr.  
Isaiah Sankey  
Doug Singleton



ADMINISTRATOR  
Florence M. Cauthen  
DEPUTY ADMINISTRATOR

February 20, 2020

### MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*  
Interim County Administrator

SUBJECT: Montgomery County Community Punishment and Corrections Authority

The terms of Carolyn Millender and Daniel Harris, Jr., have expired as board members of the Montgomery County Community Punishment and Corrections Authority.

We will be discussing these reappointments at Tuesday's meeting.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Community Punishment & Corrections Authority

**Members:**

**Term Expires:**

Robert E. L. (Bobo) Gilpin

12/1/2021

\* Carolyn Millender

12/1/2019

\* Daniel Harris, Jr.

12/1/2019

Frank Brown, Chairman

12/1/2021

James E. Williams

12/1/2021

Perry O. Hooper, Jr.

12/1/2021

Larry Edward Spencer

12/1/2018

District Attorney Daryl Bailey

12/1/2022

Sheriff Derrick Cunningham

12/1/2022

**Sheriff**  
**District Attorney**  
**All others**

**4 year term**  
**6 year term**  
**3 year term**

Elton N. Dean, Sr.  
CHAIRMAN

Ronda M. Walker  
VICE CHAIRMAN

Daniel Harris, Jr.  
Isaiah Sankey  
Doug Singleton



ADMINISTRATOR

Florence M. Cauthen  
DEPUTY ADMINISTRATOR

February 20, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen  
Interim County Administrator *FMC*

SUBJECT: Board Member Appointment to the Pintlala Water and Fire Protection Authority

Attached is a letter from Board Chairman Wayne Hatcher requesting that Mr. Wallace Bush, Jr., fill the vacant position for Mr. Cecil Brendle, expiring March 1, 2025, on the Pintlala Water and Fire Protection Authority.

We will be discussing this appointment at Tuesday's meeting.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

# PINTLALA WATER SYSTEM, INC.



123 FEDERAL ROAD

HOPE HULL, ALABAMA 36043

PHONE: (334) 288-5054

FAX: (334) 288-7387

February 12, 2020

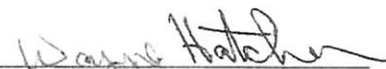
Montgomery County Commission  
P.O. Box 1667  
Montgomery, Alabama 36102-1667

On January 30, 2020 the board appointed Wallace Bush Jr. to fill the position for Mr. Cecil Brendle on the Pintlala Water and Fire Protection Authority.

The current address for Wallace Bush Jr is:

4430 Robert C. Ham Road  
Montgomery, Alabama 36108  
Phone: 334-322-7311

Thank You,

  
WAYNE HATCHER

Pintlala Water & Fire Protection Authority

**Members:**

**Term Expires:**

William "Bill" Huneycutt  
164 Tahoma Drive  
Letohatchee, AL 36047

3/1/2023

VACANT

3/1/2019

Wayne G. Hatcher  
195 Lamar Road  
Hope Hull, AL 36043

3/1/2021

Cc: Maintenance: Fran Pugh, 288-5054)

**Term: 6 years**



## MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR.

CHAIRMAN

RONDA M. WALKER

VICE CHAIRMAN

DANIEL HARRIS, JR.

ISAIAH SANKEY

DOUG SINGLETON

March 5, 2020

### MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*  
Interim County Administrator

SUBJECT: Catoma Volunteer Fire Protection Authority Board Member Reappointments

The terms of Dewayne Chapman, Amanda Marshall and Xavier Stiles will expire on March 1, 2020 as board members of the Catoma Volunteer Fire Protection Authority. These members have expressed their desire to be reappointed to this Authority.

We will be discussing these reappointments at Tuesday's meeting.

FMC/tn

Attachment

Catoma Volunteer Fire  
Protection Authority

Updated 3/2019

**Officers:**

**Term Expires:**

Robert Brooks, President  
1415 Cantelou Road  
Montgomery, AL 36108

3/1/2021

\*Dewayne Chapman, Vice President  
137 Sunset Ridge  
Montgomery, Alabama 36108

3/1/2020

Leslie Taylor, Secretary  
206 Sharon Lane  
Montgomery, AL 36108

3/1/2021

\*Amanda Marshall, Treasurer  
57 Nora Lane  
Montgomery, AL 36108

3/1/2020

**Members:**

Frances Wood, Member at Large #1  
1120 Cantelou Road  
Montgomery, AL 36108

3/1/2021

\*Xavier Stiles, Member at Large #2  
141 Cillie Lane  
Montgomery, Alabama 36108

3/1/2020

Spencer Searight, Fire Chief  
145 Sunset Ridge  
Montgomery, AL 36108

Continuous

**Term: 2 Years**

**(President, Secretary & Member at Large Place #1 - elected in odd numbered years)**  
**(Vice President, Treasurer & Member at Large Place #2 - elected in even numbered years)**  
**(Chief – Continuous Term)**

Elton N. Dean, Sr.  
CHAIRMAN

Ronda M. Walker  
VICE CHAIRMAN

Daniel Harris, Jr.  
Isaiah Sankey  
Doug Singleton



ADMINISTRATOR  
Florence M. Cauthen  
DEPUTY ADMINISTRATOR

March 5, 2020

### MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*  
Interim County Administrator

SUBJECT: Rolling Hills/Lakes Volunteer Fire Department Board Member Reappointments

The terms of Greg Holmes, Jan Wercinski, Alfonso Patterson and Marlon McMillian expired as board members of the Rolling Hills/Lakes Volunteer Fire Departments. These members have expressed their desire to be reappointed to this Authority for a term expiring February 2022.

We will be discussing these reappointments at Tuesday's meeting.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

## Rolling Hills/Lakes VFD

### Members:

### Term Expires:

#### President:

Greg Holmes  
(Send Reappt Requests)

3354 Holmes Lane  
Montgomery, AL 36116

2/2020

#### Vice President:

Dr. Jan Wercinski

354 Mizell Road  
Montgomery, AL 36116

2/2020

#### Treasurer:

Autry Talley

10060 Steiner Store Rd  
Honoraville, AL 36042

2/2021

#### Secretary:

Janet Treat

8228 Woodley Rd  
Montgomery, AL 36116

2/2021

### Board Members:

Sherman Creel

6860 Woodley Rd  
Montgomery, AL 36116

2/2021

Lanier Harris

5400 Patterson Rd  
Montgomery, AL 36116

2/2021

Archie Flowers

4630 Vanderbilt Dr  
Montgomery, AL 36116

2/2021

Alfonso Patterson

4651 Vanderbilt Dr  
Montgomery, AL 36116

2/2020

Tommy Shanks

6972 Woodley Rd  
Montgomery, AL 36116

2/2021

Marlon McMillian

5380 Patterson Rd  
Montgomery, AL 36116

2/2020

VACANT

2/2020

VACANT

2/2020

VACANT

2/2021

**TERMS: 2 YEARS**

9-2