

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 6, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Walker and Commissioner Harris requested to add items to the miscellaneous appropriations for agencies and education accounts on the agenda.

Commissioner Sankey asked for clarification regarding Budget Change Request Number 1 for the Recreation Board concerning repairs and maintenance at the Montgomery County Activity Center, which was on the agenda. Parks and Recreation Director James Williams explained that through September 30, 2019, \$37,069 of the items had been completed leaving \$47,406 to move to the 2020 budget. Commissioner Singleton stated that since the MCAC was currently closed due to the COVID-19 Coronavirus pandemic, other repairs and improvements are being put on hold.

Commissioner Harris stated that it was his understanding that all construction projects that are not funded by the bond should be put on hold. Chairman Dean inquired of the status of the renovation of the Flatwood Community Center. General Services Director Lamar Allen stated that construction plans are being finalized, and everything is ready to go. Commissioner Sankey said that he is meeting with Architect Johnny Raines on April 7, 2020, to discuss moving forward with the improvements at the Flatwood Community Center.

Commissioner Harris said that he had been unable to contact Carolyn Millender regarding her reappointment to the Community Punishment and Corrections Authority. Chairman Dean stated that Ms. Millender has expressed her desire to be reappointed. Commissioner Singleton stated that he recommended the appointment of Mr. Damon Harris as a board member at the last

Commission meeting. After discussion, the Commission agreed to place these appointments on the next agenda.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT HOLLY LEVERETTE

Director of Risk Management Holly Leverette briefed the Commission regarding renewal of the Inmate Excess Medical insurance secured through International Assurance of Tennessee, with Sirius America Insurance Company. County Attorney Thomas T. Gallion, III, agreed with Mrs. Leverette's recommendation. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mrs. Leverette recommended an "All-in-One" benefits administration system/platform to enroll and administer employee benefits utilizing Alliance Insurance Group and Colonial Life. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen presented a Bid Award to Galls, LLC for Item Numbers 7, 9-22, 24-30, 32-35, 36, 38-40, 43 and 44; Gulf States Distributors for Item Numbers 1-6, 8, 43 and 44; MAC Uniforms for item numbers 23, 31, 37 and 41-44, Bid Number 52110-20B-010 for Sheriff's Office Uniforms. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PROBATE JUDGE J C LOVE, III

Probate Judge J C Love, III, stated that online renewals of tag and boat registration for the month of March 2020 generated \$497,000. He stated that his office will continue to encourage citizens to renew online in the future.

Judge Love requested to increase the pay for Chief Inspectors to \$200 per day and Election Day Poll Workers to \$150 per day. After discussion, the Commission agreed to place this item on the next agenda, effective for the November 4, 2020 election.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that 80% of his staff are working from home with the remaining staff is in the office.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding the renewal of a Lease Agreement with Williamson Properties, Ltd., for Purchase of Clay Gravel. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake presented a Memorandum of Agreement with the Alabama Department of Transportation regarding the County's Federal Aid Exchange Funds (FAEF) associated with the 2019 Rebuild Alabama Act. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake presented an Agreement with the Alabama Department of Transportation regarding Resurfacing Paulk Road from Hillabee Road to Mt. Zion Road, Project # STPMN-5119(251), MCP 51-01-19, CPMS Ref. # 100070372. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen presented an Estoppel Certificate regarding East Probate and Revenue Commissioner's Office located at 5449 Atlanta Highway. County Attorney Gallion recommended that the Commission not approve this item due to issues with the roof of the building. Attorney Gallion stated that he would contact the owner to discuss the Estoppel Certificate.

Interim Administrator Cauthen presented an Agreement between the City of Montgomery and Mercury Public Affairs, LLC, for consulting and management services in the area of government relations and lobbying. She stated that the firm will assist with federal issued regarding COVID-19. Interim Administrator Cauthen noted that in recent years the County Commission, City of Montgomery and the Montgomery Area Chamber of Commerce have shared the cost of federal lobbying services with the Chamber paying one-third (\$50,000) and the City and County splitting the remaining two-thirds (\$100,000) on a 60/40 basis (\$60,000/\$40,00). She noted that the fee of \$150,000 under this contract is the same as last year. No action was taken by the Commission.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding the establishment of a line of credit for the County. Mrs. Thomas recommended a quote from Regions Bank which contains a \$7,500 Origination Fee and a 2% Interest Rate on a \$10 million line of credit. After discussion, the Commission agreed to waive rules and add this item to the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Sankey asked for clarification regarding moving forward with renovation of the Flatwood Community Center. Interim Administrator Cauthen recommended that the architect complete the renovation plans, and the project will be ready to go out for bid at the appropriate time. Commissioner Harris expressed his concern that this would be in the category of non-essential spending.

COMMENTS FROM INTERIM ADMINISTRATOR CAUTHEN

Interim Administrator Cauthen presented a Final Pay Application from Holley-Henley Builders, Inc., for renovations in Jail I. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Vice Chairman Walker.

The Pledge of Allegiance was led by Commissioner Sankey.

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

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of March 10, 2020. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

Commissioner Singleton made a motion to approve the Minutes of the Emergency Meeting of March 17, 2020. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of March 30, 2020. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

Interim County Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Interim County Administrator Cauthen. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 and 2, are attached to these Minutes.)

NEW BUSINESS

PINTLALA WATER AND FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Vice Chairman Walker made a motion to Approve Board Member Appointment of Wallace Bush, Jr., to the Pintlala Water and Fire Protection Authority for a term expiring March 1, 2025. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

CATOMA VOLUNTEER FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER REAPPOINTMENTS

Commissioner Singleton made a motion to approve the Board Member Reappointments of Dewayne Chapman, Amanda Marshall and Xavier Stiles to the Catoma Volunteer Fire Protection Authority for terms expiring March 1, 2022. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

ROLLING HILLS/LAKES VOLUNTEER FIRE DEPARTMENT – APPROVED BOARD MEMBER REAPPOINTMENTS

Commissioner Singleton made a motion to approve the Board Member Reappointments of Greg Holmes, Jan Wercinski, Alfonso Patterson and Marlon McMillian to the Rolling Hills/Lakes Volunteer Fire Department for terms expiring February 2022. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED 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

Commissioner Harris made a motion to approve the 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. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 4-1 through 4-20, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Interim Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the agenda. During the County Commission Meeting this date, Chairman

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

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

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

Commissioner Harris made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 6-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Interim Administrator Cauthen requested approval of the miscellaneous appropriations to designated revenue included in the agenda.

Vice Chairman Walker made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 7-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED 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

Commissioner Singleton made a motion to approve the 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. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 8-1 through 8-6, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 17 IN THE AMOUNT OF \$42,500 TO THE MONTGOMERY AREA
CHAMBER OF COMMERCE FOR THE 2020 BUCKMASTERS EXPO

Commissioner Harris made a motion to approve Budget Change Request Number 17 in the Amount of \$42,500 to the Montgomery Area Chamber of Commerce for the 2020 Buckmasters Expo. The motion was seconded by Commissioner Sankey. Chairman Dean, Vice Chairman Walker, Commissioner Harris and Commissioner Sankey voted in favor of the motion. Commissioner Singleton abstained from the vote, and the motion carried. (Copy of Budget Change Request, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 18 IN THE AMOUNT OF \$10,000 TO THE CITY OF MONTGOMERY
FOR SUBSIDIZING THE FAIRVIEW FARMER’S MARKET OPERATIONS

Commissioner Singleton made a motion to approve Budget Change Request Number 18 in the Amount of \$10,000 to the City of Montgomery for Subsidizing the Fairview Farmer’s Market Operations. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 10-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Vice Chairman Walker made a motion to approve Budget Change Request Number 2, Engineering Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

RECREATION BOARD – APPROVED BUDGET CHANGE REQUEST NUMBERS 1 AND 2

Commissioner Harris made a motion to approve Budget Change Request Numbers 1 and 2, Recreation Board. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBERS 2 AND 3

Vice Chairman Walker made a motion to approve Budget Change Request Numbers 7 and 8, County Commission Appropriations. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Corrections Officer Trainee, Position Number 500419030
2. Corrections Officer Trainee, Position Number 500419038
3. Corrections Officer Sergeant, Position Number 500421162

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 14-1 through 14-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff – Part Time, Position Number 550431008

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-1, is attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED FINAL PAY APPLICATION FROM HOLLEY-HENLEY BUILDERS, INC., FOR RENOVATIONS IN JAIL I

Commissioner Harris made a motion to approve the Final Pay Application from Holley-Henley Builders, Inc., for Renovations in Jail I. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Application for Payment Sheets, Agenda Pages 16-1 through 16-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED RENEWAL OF INMATE EXCESS MEDICAL INSURANCE SECURED THROUGH INTERNATIONAL ASSURANCE OF TENNESSEE, WITH SIRIUS AMERICA INSURANCE COMPANY

Commissioner Singleton made a motion to approve the Renewal of Inmate Excess Medical Insurance secured through International Assurance of Tennessee, with Sirius America Insurance Company. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Application and Insurance Proposal, Agenda Pages 17-1 through 17-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ESTABLISHMENT OF COUNTY LINE OF CREDIT WITH A FINANCIAL INSTITUTION

Commissioner Harris made a motion to approve the Establishment of County Line of Credit with a Financial Institution. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 18-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton had no comment.

Commissioner Sankey said good morning and encouraged everyone to try and stay healthy during the COVID-19 pandemic. He shared some helpful advice about eating healthy, exercise and drinking plenty of water.

Vice Chairman Walker had no comment.

Chairman Dean also spoke on the COVID-19 pandemic. He challenged pastors around the City, along with elected officials, to encourage citizens to practice social distancing and obey the curfews that are in place.

Commissioner Harris had no comment.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on April 6, 2020, at 9:45 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

APR - 6 2020

**MONTGOMERY COUNTY COMMISSION
MEETING DATE APRIL 6, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 3-6-2020	
Check Numbers: 292070 – 292195	Total Checks Paid: \$ 761,254.70

ACCOUNTS PAYABLE CHECKS DATED 3-13-2020	
Check Numbers: 292196 – 292939	Total Checks Paid: \$ 2,149,648.74

Poll Workers included in amount

ACCOUNTS PAYABLE CHECKS DATED 3-20-2020	
Check Numbers: 292940 – 293053	Total Checks Paid: \$ 727,410.59

ACCOUNTS PAYABLE CHECKS DATED 3-27-2020	
Check Numbers: 293054 – 293160	Total Checks Paid: \$ 1,405,878.71

EFT's included in amounts

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

**MONTGOMERY COUNTY COMMISSION
MEETING DATE APRIL 6, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

PAYROLL CHECKS DATED 3-13-2020	
Check Numbers: 133989 – 134076	Total: \$ 102,506.67
Direct Deposits	Total: \$ 1,464,413.58
Federal Deposits	Total: \$ 295,347.81
Total Payroll Paid	Total: \$ 1,862,268.06

PAYROLL CHECKS DATED 3-27-2020	
Check Numbers: 134077 – 134166	Total: \$ 101,621.57
Direct Deposits	Total: \$ 1,463,941.91
Federal Deposits	Total: \$ 300,633.05
Total Payroll Paid	Total: \$ 1,866,196.53

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

APR - 6 2020
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR



Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

March 19, 2020

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Pintlala Water and Fire Protection Authority Board Member Appointment

The Montgomery County Commission, at its meeting on March 10, 2020, agreed to place on the next agenda the appointment of Mr. Wallace Bush, Jr., to the Pintlala Water and Fire Protection Authority for a term expiring March 1, 2025.

I am requesting approval of this appointment.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

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

APR - 6 2020

ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



March 19, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Interim County Administrator

SUBJECT: Catoma Volunteer Fire Protection Authority Board Member Reappointments

The Montgomery County Commission, at its meeting on March 10, 2020, agreed to place on the next agenda the reappointments of Dewayne Chapman, Amanda Marshall and Xavier Stiles to the Catoma Volunteer Fire Protection Authority for terms expiring March 1, 2022.

I am requesting approval of these reappointments.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

2-1

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)

APR - 6 2020

ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

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: Rolling Hills/Lakes Volunteer Fire Department Board Member Reappointments

The Montgomery County Commission, at its meeting on March 10, 2020, agreed to place on the next agenda the reappointments of Greg Holmes, Jan Wercinski, Alfonso Patterson and Marlon McMillian to the Rolling Hills/Lakes Volunteer Fire Department for terms expiring February 2022.

I am requesting approval of these reappointments.

FMC/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

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

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

AGENDA

APR - 6 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
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

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

EXHIBIT H

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

EXHIBIT H

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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

APR - 6 2020

S-1

APR - 6 2020

6-1

APR - 6 2020

Newman Case 4/6/2020

AGENDA

APR - 6 2020

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II

DATE: April 2, 2020

RE: Invitation to Bid: 53108-20B-012
Resurfacing County Roads

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, to be placed on a future agenda. (Copy of Spreadsheet attached.)

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

Attachment

ABSTRACT FOR BIDS:												
INVITATION TO BID NO. 53108-20B-012												
DATE ISSUED January 29, 2020												
DATE OPENED February 19, 2020												
REQUESTING DEPARTMENT: ENGINEERING DEPARTMENT												
PLAN 1:RA MCP 51-01-2020 RA MCP51-02-2020,RA MCP 51-03-2020,RAMCP51-04-20												
DELIVERY DATE												
ITEM	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	405A-000 Tack Coat	GAL	7417	\$4.00	\$ 29,668.00	\$3.05	\$22,621.85	\$3.25	\$24,105.25			
2	407B-000 Joint Sealant for Hot Mix Asphalt	MI	7	\$150.00	\$ 1,050.00	\$225.00	\$1,575.00	\$150.00	\$1,050.00			
4	424A-340 Wearing Layer, 1/2" Max. Aggregate	TN	2070	\$79.25	\$ 164,047.50	\$76.98	\$159,348.60	\$75.10	\$155,457.00			
5	424B-635 Upper Binder Layer, 3/4" Aggregate	TN	6067	\$70.75	\$ 429,240.25	\$63.45	\$384,951.15	\$67.50	\$409,522.50			
6	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			
7	424B-643 Upper Binder Layer, Leveling, Aggregate	TN	223	\$80.00	\$ 17,840.00	\$97.01	\$21,633.23	\$78.00	\$17,394.00			
8	600A-000 Lump Sum / Mobilization	EA	1	\$34,000.00	\$ 34,000.00	\$44,250.00	\$44,250.00	\$17,000.00	\$17,000.00			
9	701A-231 Solid White Traffic Stripe	MI	5	\$2,900.00	\$ 14,500.00	\$2,650.00	\$13,250.00	\$2,650.00	\$13,250.00			
10	701A-235 Solid Yellow Traffic Stripe	MI	9	\$2,900.00	\$ 26,100.00	\$2,650.00	\$23,850.00	\$2,650.00	\$23,850.00			
11	701A-245 Broken Yellow Traffic Stripe	MI	4	\$1,900.00	\$ 7,600.00	\$1,725.00	\$6,900.00	\$1,725.00	\$6,900.00			
12	701C-000 Broken Temporary Traffic Stripe	MI	4	\$880.00	\$ 3,520.00	\$800.00	\$3,200.00	\$800.00	\$3,200.00			
13	701C-001 Solid Temporary Traffic Stripe	MI	9	\$935.00	\$ 8,415.00	\$850.00	\$7,650.00	\$850.00	\$7,650.00			
14	703A-002 Traffic Control Markings	SF	40	\$5.50	\$ 220.00	\$5.00	\$200.00	\$5.00	\$200.00			
15	705A-032 Pavement Markers	EA	187	\$5.50	\$ 1,028.50	\$5.00	\$935.00	\$5.00	\$935.00			
16	705A-037 Pavement Markers	EA	637	\$5.50	\$ 3,503.50	\$5.00	\$3,185.00	\$5.00	\$3,185.00			
17	740B-000 Construction Signs	SF	578	\$15.00	\$ 8,670.00	\$10.20	\$5,895.60	\$14.75	\$8,525.50			
18	7400-000 Pilot Car	EA	1	\$2,500.00	\$ 2,500.00	\$4,500.00	\$4,500.00	\$2,900.00	\$2,900.00			
Plan 1 Subtotal Bid					\$ 765,902.75		\$726,945.23		\$710,624.25			

BID TABULATION RESURFACING COUNTY ROADS 53108-20B-012

**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. 1342 Carmichael Way Montgomery, AL 36106 Attn: W. Garrett Pass (334) 356-2560 Minority Business Owned Yes X No		MidSouth Paving Inc. 4238 West Blvd. Montgomery, AL 36108 Attn: Charles Cook (334) 288-8310 Minority Business Owned Yes X No		Asphalt Contractors, Inc. P. O. Box 241447 Montgomery, AL 36124 Attn: Ronald C. Brassell (334) 279-5228 Minority Business Owned 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	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										

Notes:
 Bid Advertisement were posted in Birmingham News,
 Montgomery Advertiser, Press Register, MCC
 Purchasing Website, and Bulletin Board.

8-3

**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: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 17**AGENDA****APR - 6 2020**

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Florence Cauthen 3/10/20

Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 3/11/20

Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

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☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	253,125	42,500	295,625
Fund Balance	001.35900		(42,500)	(42,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 253,125	\$ 0	\$ 253,125

JUSTIFICATION: To budget for an appropriation to the Montgomery Area Chamber of Commerce for funding the 2020 Buckmasters Expo.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 18

AGENDA

APR - 6 2020

DEPARTMENT: County Commission Appropriations REQUESTED BY: Florence Cauthen 3/10/20
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 3/11/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-57806.447	0	10,000	10,000
In House Misc Appropriations	001-59310.498	21,660	(10,000)	11,660
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 21,660	\$ 0	\$ 21,660

JUSTIFICATION: Budget for funding to the City of Montgomery for subsidizing the Fairview Farmer's Market operations.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2**AGENDA****APR - 6 2020**DEPARTMENT: Engineering REQUESTED BY: George Speake 3/9/2020
Elected Official/Dept. Head DateFINANCE REVIEW: REVIEWED BY: Sherrill Thomas 3/12/20
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

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COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Rental of Construction Equipment	111-53300.225	1,000	1,000	2,000
Small Tools & Minor Equip	111-53300.214	2,500	4,000	6,500
Fuels & Lubricants	111-5300.212	156,440	(5,000)	151,440
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 159,940	\$ 0	\$ 159,940

JUSTIFICATION: To realign budget for Equipment Rental and small tools.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

APR - 6 2020

DEPARTMENT: Recreation Board REQUESTED BY: James Williams 3/17/20
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 3/25/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maintenance Buildings	008-57301.231	19,491	(480)	19,011
Pest Control Services	008-57301.153	0	480	480
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 19,491	\$ 0	\$ 19,491

JUSTIFICATION: To realign the budget to fund pest control services at the MCAC property.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

APR - 6 2020

DEPARTMENT: SHERIFF REQUESTED BY: Derrick Cunningham 3/6/20
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 3/9/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
DOJ Grant Revenue	125-40000.44761	0	(55,514)	(55,514)
Equipment	125-55702.592	0	36,863	36,863
Supplies	125-55702.219	0	9,761	9,761
Travel & Training	125-55702.265	0	8,890	8,890
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To Budget for the 2020 Project Lifesaver grant, 2020-J1-BX-0010.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 3

AGENDA

APR - 6 2020

DEPARTMENT: SHERIFF REQUESTED BY: Derrick Cunningham 3/6/20
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 3/9/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
ADECA Grant Revenue	125-40000.44760	0	(30,000)	(30,000)
Law Enforcement Supplies	125-52707.219	0	15,000	15,000
Overtime	125-52707.113	0	15,000	15,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To Budget for the 2020 ADECA Project Safe Neighborhoods Grant,
18-MD-01-001

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

APR - 6 2020

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff - Part Time

Position Number 550431008(Replace T. McCaskill)

Pay Grade PS1-5 Pay Range 18.9694/Hour

Proposed Effective Date April 20, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date March 26, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/27/2020

Employee Benefit Manager

Sherrill Thomas Date 3/27/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tln Date 3/30/2020

Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA**APR - 6 2020**

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419030(Replace K. McBride)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date April 20, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date March 25, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 03/27/2020Sherrill Thomas

Finance Director

Date 3/27/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tlnInterim County AdministratorDate 3/30/2020

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

APR - 6 2020

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419038(Replace L Pugh)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date April 20, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date March 20, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date March 23, 2020

Sherrill Thomas

Finance Director

Date 3/25/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tln

Interim County Administrator

Date 3/30/2020

APR - 6 2020

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421162(Replace N Owens)
 Pay Grade PC3 Pay Range 40,828 - 61,002
 Proposed Effective Date March 30, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date March 11, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/12/2020
 Employee Benefit Manager

Sherrill Thomas Date 3/12/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 3/13/20
Interim County Administrator

APR - 6 2020

March 23, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator 

SUBJECT: Final Pay Application from Holley-Henley Builders, Inc.

Please find attached an application for final payment to Holley-Henley Builders, Inc., for renovations in Jail I.

I request that rules be waived and this item be placed on the April 6, 2020, agenda, because it was scheduled for consideration at the March 24, 2020, meeting, which was cancelled. The project was completed March 2, 2020.

TO OWNER: Montgomery County Commission
101 S. Lawrence Street
Montgomery AL 36104

PROJECT: Mont. Co. Detention Facility Bldg#1
Montgomery AL 36104

FROM CONTRACTOR: HOLLEY-HENLEY BUILDERS, INC
P.O. DRAWER 210097
MONTGOMERY AL 36121-0097

VIA ARCHITECT: PH&J ARCHITECTS
807 S. McDONOUGH ST

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

12
02/26/2020
49

CONTRACT DATE: 02/01/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	3,577,661.00
2. Net change by Change Orders	\$	136,526.16
3. CONTRACT SUM TO DATE	\$	3,714,187.16
4. TOTAL COMPLETED AND STORED TO DATE	\$	3,714,187.16
5. RETAINAGE:		
0.00 % Completed Work	\$	0.00
0.00 % Stored Materials	\$	0.00
Total Retainage	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	3,714,187.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	3,621,332.48
8. CURRENT PAYMENT DUE	\$	92,854.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	0.00	0.00
Total Approved this Month	136,526.16	0.00
TOTALS	136,526.16	0.00
NET CHANGES BY CHANGE ORDER	\$136,526.16	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 2-27-20

State of: Alabama

County of: Montgomery

Subscribed and sworn to before me this 27th day of February 2020

Notary Public: [Signature]
My Commission expires: 11-12-2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 92,854.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

PH&J Architects, Inc.

ARCHITECT:

By: [Signature] Date: 2020-03-03

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

To Owner: Montgomery County Commission
101 S. Lawrence Street
Montgomery AL 36104

From: Contractor:

Holley-Henley Builders, Inc.
P.O. Box 210097
Montgomery, AL 36121-0097

CONTINUATION SHEET

Page: 2

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Col 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12
APPLICATION DATE: 02/27/2020
PERIOD TO: 02/26/2020
ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED Previous	E WORK COMPLETED This Period	F MATERIALS STORED	G TOTAL COMPLETED & STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
1	General Requiements	300,000.00	300,000.00			300,000.00		
2	Bond	57,000.00	57,000.00			57,000.00		
3	Permit	21,516.00	21,516.00			21,516.00		
4	Allowance: Unforseen	25,000.00	105,000.00			105,000.00	-80,000.00	
5	Allowance: Elevator	80,000.00	80,000.00			80,000.00		
6	Demolition 2nd Floor	85,000.00	85,000.00			85,000.00		
7	Demolition 1st Floor	70,000.00	70,000.00			70,000.00		
8	Demolition Basement	55,000.00	55,000.00			55,000.00		
9	Concrete: Polishing Floors	197,400.00	197,400.00			197,400.00		
10	Masonry	10,000.00	10,000.00			10,000.00		
11	Joint Sealer	15,000.00	15,000.00			15,000.00		
12	Plastering	17,500.00	17,500.00			17,500.00		
13	Acoustical Ceiling	150,000.00	150,000.00			150,000.00		
14	Hard Tile in Basement	180,000.00	180,000.00			180,000.00		
15	Resilient Tile	17,000.00	17,000.00			17,000.00		
16	RFP Wall Boards	59,000.00	59,000.00			59,000.00		
17	Painting 2nd Floor	900,000.00	900,000.00			900,000.00		
18	Painting 1st Floor	400,000.00	400,000.00			400,000.00		

To Owner: Montgomery County Commission
101 S. Lawrence Street
Montgomery AL 36104

From: Contractor:

Holley-Henley Builders, Inc.
P.O. Box 210097
Montgomery, AL 36121-0097

CONTINUATION SHEET

Page: 3 of 3

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Col I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12
APPLICATION DATE: 02/27/2020
PERIOD TO: 02/26/2020
ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED Previous	E WORK COMPLETED This Period	F MATERIALS STORED	G TOTAL COMPLETED & STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
19	Painting Basement	175,000.00	175,000.00			175,000.00	100.00	
20	Lettering	10,000.00	10,000.00			10,000.00	100.00	
21	Misc. Building Specialties	15,000.00	15,000.00			15,000.00	100.00	
22	Det. Equip. Hollow Metal	123,379.00	123,379.00			123,379.00	100.00	
23	Det. Equip. Hardware	29,213.00	29,213.00			29,213.00	100.00	
24	Det. Equip. Glass	5,135.00	5,135.00			5,135.00	100.00	
25	Det. Equip. Furnishings	194,135.00	194,135.00			194,135.00	100.00	
26	Plumbing	42,000.00	42,000.00			42,000.00	100.00	
27	Sprinkler System	40,142.00	40,142.00			40,142.00	100.00	
28	HVAC	107,241.00	107,241.00			107,241.00	100.00	
29	Electrical	197,000.00	197,000.00			197,000.00	100.00	
30	Change Order# 4 Light	56,526.16	56,526.16			56,526.16	100.00	
31	CO#9 Kitchen Subfloor	80,000.00					80,000.00	
	Final Total:	3,714,187.16	3,714,187.16			3,714,187.16	100.00	

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APR - 6 2020

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 26, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly Leverette 
Director of Risk Management

SUBJECT: Inmate Excess Medical Policy Renewal

The Inmate excess medical policy is scheduled to renew with International Assurance of Tennessee on April 1, 2020. Below is a summary of premiums paid as well as claim proceeds received from the policy for the past eight years. I received quotes for increased deductibles of \$50,000 and \$75,000. It is my recommendation that the County self-insure more of this risk of exposure by renewing the inmate medical excess insurance with a higher deductible while continuing to have coverage for any catastrophic claims that may arise.

Montgomery County Inmate Excess Program History 2012 - 2019				
Year	Premium	Deductible	Claims Paid	Annual Savings
2012	\$ 153,166	\$ 25,000	\$ -	
2013	\$ 141,594	\$ 25,000	\$ 57,725	
2014	\$ 139,141	\$ 25,000	\$ -	
2015	\$ 161,157	\$ 25,000	\$ 17,744	
2016	\$ 90,920	\$ 50,000	\$ -	
2017	\$ 96,909	\$ 40,000	\$ -	
2018	\$ 92,169	\$ 40,000	\$ 71,169	
2019	\$ 93,888	\$ 40,000	\$ -	
Total	\$ 968,944		\$ 146,638	
2020 Quoted	\$ 96,500	\$ 40,000		
2020 Quoted	\$ 83,500	\$ 50,000		\$ 13,000
2020 Recommended	\$ 55,100	\$ 75,000		\$ 41,100

I am requesting the County Commission's approval of the recommendation outlined above.

A COUNTY OLDER THAN THE STATE

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

**Sirius America Insurance
Company
140 Broadway
New York, NY 10005**

APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE

Part I Proposed Policyholder

- a. **Full Legal Name of Proposed Policyholder**
Montgomery County Commission Detention Facility
- b. **Address**
Montgomery, AL
- c. **Proposed Policyholder is** X A correctional facility or authority of a state, county or municipality, or a management company providing health services to inmates
- d. **Requested Effective Date:** 04/01/2020
Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.
- e. **Who will be insured?** *Please check each category that applies*
- ☐ 1. Eligible Persons during Pursuit
- ☒ 2. Eligible Persons in Custody of a correctional facility of a state, county or municipality
- ☒ 3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality

Part II Plan of Insurance and Premium Calculation

- a. **Plan of Benefits**
1. Maximum Benefit per Covered Inmate Per Policy Year \$ 250,000
2. Maximum Benefit for injuries sustained during Pursuit \$ N/A
3. Policy Aggregate Maximum per Policy Year \$ 1,000,000
4. Deductible Per Covered Inmate Per Policy Year \$ 75,000
- b. **Premium Calculation**
1. Rate Per Covered Inmate per month \$ 7.58
2. Number of Covered Inmates on the Policy Effective Date 606
3. Minimum Annual Premium \$ 55,100.00

SEM-16-5000

Part III Acknowledgements and Signatures

- a. **Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ on the _____ day of _____, 2020

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title: _____

Agent License Number: _____

SEM-16-5000

INSURANCE PROPOSAL

Date: March 12, 2020

Proposed Insured:

Insured Name:	Montgomery County Commission Detention Facility
City, State	Montgomery, AL

Facilities Included:

Montgomery County Commission Detention Facility

1. **Insurer:** Sirius America Insurance Company
A.M. Best Rating "A" Excellent

Coverage Type(s):

Calendar Year Deductible per Inmate	Yes
-------------------------------------	-----

Deductible(s)

Coverage Type	Option 1
Deductible per Inmate	\$ 75,000

Coinsurance:

Percentage Payable Excess of the Deductible(s)

Individual Excess	100%
-------------------	------

Effective Date: April 1, 2020

Termination Date: March 31, 2021

Claims Incurred:

Coverage Type	From	To
Per Policy	April 1, 2020	March 31, 2021

Claims Paid:

Coverage Type	From	To
Per Policy	April 1, 2020	September 30, 2021

Claims Reported:

Coverage Type	From	To
Per Policy	April 1, 2020	September 30, 2021

Claims Submitted:

Coverage Type	From	To
Per Policy	April 1, 2020	September 30, 2021

Sirius America
Insurance Company
Insurance Proposal
Page 1

Covered Services: Medical Services provided outside the walls of the facility listed above, and as outlined below and defined in the Insurance Policy.

Claims Accumulation Basis:	Eligible Medical Services shall accumulate to satisfy the Individual deductible as outlined below:
Hospital	Lesser of 30% of billed, the amount paid, or the negotiated amount
Ambulance	Lesser of 30% of billed, the amount paid, or the negotiated amount.
DME	Lesser of 30% of billed, the amount paid, or the negotiated amount.
Pharmaceutical	Lesser of 30% of billed, the amount paid, or the negotiated amount. Specialty Drugs are not covered
Outpatient	Lesser of 30% of billed, the amount paid, or the negotiated amount
Professional	Lesser of 30% of billed, the amount paid, or the negotiated amount
Other Provisions	Pre-booking injuries are not covered.

Policy Maximum Benefit(s):

Per Inmate	\$ 250,000
Common Occurrence Limit	\$ 750,000
Policy Limit	\$ 1,000,000

Proposed Rates:

Per Inmate Per Month:

Deductible	\$ 75,000
Monthly Rate Per Inmate	\$ 7.58
Total	\$ 7.58

Form: Insured

Minimum Premium: The minimum premium shall be based on a minimum daily census of 606 Inmates per day or \$55,100 whichever is greater.

Reporting:

Sirius America
Insurance Company
Insurance Proposal
Page 2

1. Review and acceptance by Sirius America Insurance Company
2. Receipt and Review of provider agreements currently in place, if any.
3. Completion of Sirius America Insurance Company Application and Disclosure Statement.

By and on behalf of Sirius America Insurance Company;
International Assurance of Tennessee, Inc.

Robert Baisden

Contract Holder: Montgomery County Commission Detention Facility

By:

(Signature)

Date: _____

(Name)

(Title)

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



SHERRILL R. THOMAS, CPA
FINANCE DIRECTOR

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT

334.832.1230
TDD 334.265.3568
FAX 334.832.2533

Memo:

To: Florence Cauthen, Interim County Administrator
From: Sherrill R. Thomas, Finance Director 
Date: April 1, 2020
Re: Establishment of County Line of Credit

AGENDA

APR - 6 2020

In the abundance of caution considering the current COVID-19 crisis and its effect on the County revenues, I recommend that the County establish a line of credit with a financial institution. Under this arrangement we would have the line of credit established in the event we decide to use it.

I have reached out to four financial institutions that the County currently does business with and received the following responses based on a line of credit for \$10 million:

	Origination Fee	Interest Rate
Regions	\$7,500	2%
Servisfirst		4%
Renasant	Declined to quote	
BBVA	No response to date	

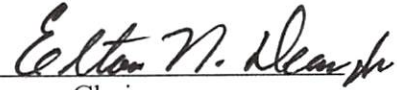
Please review and we can discuss questions you have.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, April 20, 2020, at 8:00 in the morning.



Interim County Administrator



Chairman