

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

APRIL 15, 2013

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Probate Judge Steven Reed and Revenue Commissioner Janet Buskey
Managing Director Mike Dunn with Merchant Capital and Attorney Mark Ezell with
Haskell Slaughter
Risk Manager Scott Kramer
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
CEO Jackie Bushman and President Lewis Figh with Buckmasters

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PRESENTATION OF RESOLUTION

Consider Resolution Recognizing April 2013 as “Child Abuse Prevention Month” in Montgomery County, County Commission

NEW BUSINESS:

1. Consider Professional Services Contract with Goodwyn, Mills & Cawood, Inc., Regarding the Industrial Park Boulevard Extension to Serve the DAS Project Site at the Montgomery Industrial Park, Subject to Assurance of Reimbursement from DAS Should Project Agreement Not be Executed, County Commission
2. Consider Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., Regarding Preparation of Plans and Specifications for Construction of Water and Sewer Extensions at the Montgomery Industrial Park, Subject to Assurance of Reimbursement from DAS Should Project Agreement Not be Executed, County Commission
3. Consider Public Benefit Agreement with AT&T Alabama Regarding Use of the County’s Public Rights of Way to provide an IP Network Upgrade and Related Resolution, County Commission
4. Consider Proposal from Hixson Consultants, Inc., Regarding Exterior Weatherization at the Montgomery County Courthouse – Annex 1 –PH&J #0818-GVG, County Commission
5. Consider Contract from PARCA Regarding SMART Budgeting Project, County Commission
6. Consider Preliminary Floor Plan, Dated April 1, 2013, Budget for Overall Project Cost, Dated March 17, 2013, and Authorization to Proceed with Final Plans for the Youth Facility Renovation Project, County Commission
7. Consider Proposal from Davis Electrical for Renovations and Alterations to the Montgomery County Courthouse Annex I – Family Courts, PH&J #1209-GVA, County Commission
8. Consider Deductive Change Order Number 1 to CannDauSon Construction, Inc., in the amount of \$29,498.97 Regarding the Probate and Revenue Office East, County Commission

9. Consider Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant Deborah E. Beck for Double B Country Store, LLC, located at 18354 U.S. Highway 31 South, Hope Hull, Alabama 36043, County Commission
10. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
11. Consider Bid Award for Employee Luncheon, Bid Number 51988-13B-010, County Commission
12. Consider Bid Award for Admission/Indigent Kits, Bid Number 52200-13B-008, Sheriff's Office
13. Consider Authorization to Issue a Request for Proposal (RFP) for Independent Financial Advisory and Investment Services, County Commission
14. Consider Budget Change Request Number 16 Regarding Installation of Three Cameras in Annex I Legal Service Division, Sheriff's Office
15. Consider Position Fill Requests – Detention Facility (2)
 1. Corrections Officer Trainee/Corrections Officer, Position Number 187
 2. Stores Clerk I, Position Number 193
16. Consider Travel/Training Requests (7)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

APRIL 15, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MAY 6, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MAY 20, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MAY 27, 2013

County Holiday (Memorial Day)

JUNE 3, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JUNE 17, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Employee Benefits Assistant – Finance Department
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Service Maintenance Worker I – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Revenue Auditor – Tax & Audit Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 15 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Corrections officer Sergeant – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Traffic Control Technician – Engineering Department
Fill action continues for 6 County Road Equipment Operator I – Engineering Department
Fill action continues for 5 County Road Equipment Operator II – Engineering Department
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Election Director – Probate Judge's Office (Elections Center)
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 3 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 2 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Building Maintenance Superintendent – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Supervisor – Youth Facility
Fill action continues for 1 Groundskeeper – Youth Facility

April 15, 2013

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 03-29-13

Check Number	To	Check Number
234093		234135
Total Checks Paid		\$110,449.16

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

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 03-29-13

Check Number	To	Check Number
234137		234195
Total Checks Paid		\$240,248.02

CHECK #	PAYEE	AMOUNT	DATE
234136	Alabama Gas Corp.	\$ 5,071.32	03/28/13

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

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-05-13

Check Number	To	Check Number
234199		234266
Total Checks Paid		\$440,502.34

CHECK #	PAYEE	AMOUNT	DATE
234196	ADECA	\$12,600.00	04/03/13
234197	Postmaster Bulk Mailing	\$ 6,454.04	04/03/13
234198	Blue-Gray Nat'l Collegiate Tennis	\$ 5,000.00	04/04/13

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

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-05-13

Check Number	To	Check Number
234267		234359
Total Checks Paid		\$465,059.71

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

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 04-12-13

Check Number	To	Check Number
234365		234439
Total Checks Paid		\$195,905.86

CHECK #	PAYEE	AMOUNT	DATE
234360	Boys & Girls Clubs of S. Central of AL	\$1,000.00	04/05/13
234361	Boys & Girls Clubs of S. Central of AL	\$1,000.00	04/05/13
234362	Montgomery Heat Athletic Assoc., Inc.	\$1,000.00	04/05/13
234363	Montgomery Heat Athletic Assoc., Inc.	\$1,500.00	04/05/13
234364	Neopost USA, Inc.	\$ 300.00	04/11/13

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

04-15-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-12-13

Check Number	To	Check Number
234440		234539
Total Checks Paid		\$525,895.81

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
04/05/13

Payroll Check Number	115777	To	Payroll Check Number	115887	\$ 84,325.46
Direct Deposits					\$ 757,098.33
Payroll Check Number	115888	To	Payroll Check Number	115912	\$ 263,004.06
Direct Deposits					\$ 316,451.34
Federal Deposits					\$ 311,635.87
Total Payroll Paid					\$ 1,732,515.06

CHECK #
115776

PAYEE
AFLAC

AMOUNT
\$9,347.50

DATE
03/28/13

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

RESOLUTION

Whereas, more than five children die every day as a result of child abuse; and

Whereas, the Family Sunshine Center is the agency in the River Region tasked with providing counseling and other services to victims of child abuse and child victims of family violence; and

Whereas, the FSC has declared 2013 as the “Year of the Child” in recognition of the new services it has established to bring help, hope and healing to child victims of trauma and violence in the home; and

Whereas, more than 8,700 were abused in the State of Alabama in 2011 with 372 of those children living in Montgomery County; and

Whereas, child abuse and neglect is intergenerational with 30% of abused and neglected children later abusing their own children; and

Whereas, the impact of child abuse and neglect is felt in our systems of healthcare, criminal justice, mental healthcare, and education; and

Whereas, the costs for inpatient, outpatient and doctor’s visits for victims of child abuse and neglect make up a significant portion of Alabama’s healthcare costs; and

Whereas, 14% of all men and 36% of all women in prison were abused as children; and

Whereas, the National Institute of Justice estimates that law enforcement agencies spend from \$2 to \$56 per case per year on instances of child physical, emotional and sexual abuse; and

Whereas, the National Institute of Justice reports that 25 to 50 percent of all child abuse victims will need some form of mental health treatment; and

Whereas, 80 percent of child abuse victims have at least one psychiatric disorder as adults; and

Whereas, approximately 50 percent of abused children perform poorly in school, including poor attendance and misconduct; 30 percent of abused children have some type of language or cognitive impairment; and more than 22 percent have a learning disorder, which may necessitate special education services; and

Whereas, in a 2005 study, the Department of Child Abuse and Neglect Prevention in conjunction with the University of Alabama estimated that the costs to Alabama taxpayers for providing services to victims of child abuse and neglect is more than \$500 million annually;

NOW, THEREFORE, the Montgomery County Commission does hereby recognize April 2013, as Child Abuse Prevention Month in the county and calls upon its citizens to help put an end to the cycle of child abuse and neglect through outreach, education, volunteerism and charitable giving, and to recognize that child abuse prevention is a far less costly and more humane approach to the issue of child safety and well-being.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission on
this, the 15th day of April, 2013.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 15 2013

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Professional Services Contract with Goodwyn, Mills & Cawood, Inc.

During the April 1, 2013 County Commission meeting, Director of Transportation Ed Niel with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding a Professional Services Contract, concerning the Industrial Park Boulevard Extension to serve the DAS project site at the Montgomery Industrial Park subject to assurance of reimbursement from DAS should the Project Agreement not be executed. The Commission agreed to place this Contract on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachments

**MONTGOMERY COUNTY COMMISSION
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into on the ____ day of _____, 2013, by and between the MONTGOMERY COUNTY COMMISSION, hereinafter called the Owner, and Goodwyn Mills & Cawood, Inc. (2660 EastChase Lane, Suite 200, Montgomery, AL 36117), hereinafter called the Engineer.

THE OWNER desires the Engineer to perform professional services for :

**INDUSTRIAL PARK BOULEVARD EXTENSION TO SERVE THE DAS PROJECT SITE
MONTGOMERY INDUSTRIAL PARK**

Project Description

An extension (approximately 1,035 linear feet) of the existing 38 foot wide 2 lane, curb and gutter roadway (Industrial Park Boulevard) in the Montgomery Industrial Park to serve the DAS 30 acre site.

Provide plans and specifications for the grade, drain, base, and pave for the extension of Industrial Park Boulevard (approximately 1,035 linear feet) in the Montgomery Industrial Park.

Section 1 Scope of Work

- A. The Engineer agrees to perform professional services in connection with the project as stated in this agreement and will provide complete plans and specifications for letting the project. The Engineer will also serve as the Owner's professional representative in administering the bid process through award of contract. The Engineer will provide design documents conforming to the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition. **Construction Engineering and Inspection, ADEM permitting, and utility improvements are not a part of the agreement.**
- B. The Engineer's fee shall include right of way and easement acquisition by deed meeting the requirements of the Uniform Act as required by ALDOT. Final platting is not part of this agreement. The Design Survey for this project, Geotechnical Investigations, and pavement recommendations are also a part of this agreement.
- C. The standard of care applicable to Engineer's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said services are performed.

Section 2 Responsibilities of the Owner

- A. The Owner will provide all the traffic data deemed necessary by the City and/or State.
- B. Provide a copy of all plats that have been recorded within the subject properties.
- C. Arrange for access and to make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Contract.

- D. Cooperate with the Engineer in making necessary arrangements with public officials and with such individuals as the Engineer may need to contact for advice, counsel, or information.
- E. Arrange, advertise, and provide location of any and all public meetings/hearings (if) required for this project.
- F. Handle any communication with property owners and business owners including any mail outs.

Section 3 Payment to the Design Professional

- A. The Engineer's compensation in full for satisfactorily providing services as described herein will be an amount NOT TO EXCEED \$51,500.00.
- B. Payments shall be invoiced monthly and be payable by the Owner within twenty days after receipt of the invoice.
- C. In the event the Owner disputes any invoice item, the Owner shall give Engineer written notice of such disputed item within then (10) days after receipt of invoice and shall pay the Owner the undisputed portion of the invoice according to the provisions hereof.

Section 4 Dispute Resolution

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 at any time shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.

OWNER:

ENGINEER:

MONTGOMERY COUNTY COMMISSION

GOODWYN MILLS & CAWOOD, INC.

Elton N. Dean, Sr., Chairman Date

Signature Date

ATTEST:

ATTEST:

Signature

Signature



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
April 12, 2013

1. 1. 6-

TO: Donnie Mims
FROM: Tommy Gallion

RE: Montgomery Industrial Park
Professional Services Contract and Agreement for Engineering Services

I have reviewed my legal opinion on this matter dated March 27, 2013. I also reviewed the additional attachment entitled Part II. Terms and Conditions – Federal Guidelines Applicable to Contracts. I also reviewed the revised Professional Services Contract and the Agreement for Engineering Services and both documents now include the dispute paragraph that I recommended in my prior opinion.

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

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419551_1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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Agenda

APR 15 2013

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc.

During the April 1, 2013 County Commission meeting, Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding an Agreement for Engineering Services concerning Preparation of Plans and Specifications for Construction of Water and Sewer Extensions at the Montgomery Industrial Park, subject to assurance of reimbursement from DAS should Project Agreement not be executed. The Commission agreed to place this Agreement on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachments

**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.**

THIS AGREEMENT, made and entered into this ____ day of March, 2013, by and between Montgomery County Commission, Montgomery, AL, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of Water and Sewer Extensions, Montgomery Industrial Park, hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Preliminary Design Phase

- 1.1 The ENGINEER will consult with the OWNER to determine the OWNER's requirements for the project.
- 1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work that appear to be required.
- 1.3 Furnish the preliminary design documents to the OWNER.

Final Design Phase

- 1.4 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.5 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.6 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: ADEM Water Supply Permit; ALDOT Right-of-Way Permit; FAA Permit; County Engineering Right-of-Way Permit; Railroad Company Right-of-Way Permit. ENGINEER will assist OWNER in applying for such permits and approvals as may be required. Once the permits are submitted to the regulatory agency, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring shall be considered as Additional Services as stated in Article 2.
- 1.7 Preparation of and application of all other permitting, including environmental permitting as defined in Article 2, County Health Department Permitting, ADEM Stormwater permitting, and other permitting shall be considered Additional Services.
- 1.8 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from



opinions of probable Project Cost prepared by ENGINEER.

- 1.9 Establishing base lines for locating the work with a suitable number of bench marks located adjacent to the work as shown in the project plans.
- 1.10 Reproduction of reports, drawings, specifications, bidding documents and similar project related items as needed.
- 1.11 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.12 Prepare and furnish to the OWNER three copies of a map that shows the general location of any needed construction and permanent easements and any land to be acquired. Property surveys, plats and descriptions, abstracting and negotiations for land or rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to provide these services, for which the ENGINEER shall be compensated as an additional service.
- 1.13 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.14 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.15 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.16 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.17 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.18 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.19 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.20 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.



- 1.21 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.
- 1.22 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.
- 1.23 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.
- 1.24 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including site visits at intervals appropriate to the various stages of construction as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.25 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.26 The ENGINEER will review and approve estimates for progress and final payments. Such recommendations of payments will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s), but by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.27 The ENGINEER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.28 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate



ENGINEER for such additional services.

- 1.29 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.
- 1.30 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- 1.31 Coordination of submission to the Grantee the following items at the final inspection: all final pay requests, the ENGINEER's statement that the project has been completed in accordance with the plans and specifications, the contractor's "proof of publication" of the advertisement of completion and request for claims, and any permit releases such as those from a road or highway department permitting the work.
- 1.32 If requested by OWNER verbally or in writing, assist the OWNER in performing a review of project during the warranty period after the date of substantial completion in order to identify any readily apparent items to be included under the Contractor's one (1) year warranty.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction if required.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish



& Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.

- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER



OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation



- 4.1 The OWNER agrees to pay to the ENGINEER a total fee of 0.00 for the Preliminary Design Phase, the Final Design Phase, the Bidding Phase and the Construction Phase which shall be paid as outlined in paragraphs 4.2, 4.3 and 4.4 below:
- 4.2 For the Design Phase, a fee of \$17,160.00, or sixty (60) percent of total engineering costs, shall be paid in monthly installments as work progresses.
- 4.3 For the Construction Phase, a fee of \$8,580.00 or thirty (30) percent of total project engineering costs, will be paid on a proportionate basis during project construction.
- 4.4 A final payment of \$2,860.00, or ten (10) percent of total project engineering costs, will be retained until the final inspection has been made and as-built plans have been submitted to the OWNER.
The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.5 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses.
- 4.6 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER.
- 4.7 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract.
- 4.8 For easement / property acquisition (including right of way) and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a lump sum fee to be negotiated once the full extent of the scope of work is known.
- 4.9 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a lump sum fee of \$N/A.
- 4.10 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.11 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.12 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.13 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The



OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.

- 4.14 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.15 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.16 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.



- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or



the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Dispute Resolution

- 9.1 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 at any time shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.

- 10.5 The ENGINEER also agrees to the terms and conditions set forth in Part II – TERMS AND CONDITIONS hereto attached to this agreement outlining Federal Guidelines Applicable to Contracts.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N. Dean, Sr.

Title: Chairman

Attest:

Donald L. Mims

County Administrator

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Derril L. Strickland, PE

Title: Regional Vice President

Attest:

(name and Title)

PART II -- TERMS AND CONDITIONS

Federal Guidelines Applicable to Contracts

1. Audits and Inspections/Access to Records/Record Retention

At any time during normal business hours and as often as the OWNER may deem necessary, the ENGINEER shall make available to the OWNER for examination of all its records with respect to matters covered by this Contract and will permit the OWNER to make audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The ENGINEER shall retain all books, documents, papers and records which are directly pertinent to this Contract for a period of three (3) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the OWNER.

2. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. Interest of Members of the Local Government and Other Local Public Officials

No officer, member or employee of the OWNER and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or in connection with the planning or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The ENGINEER shall take appropriate steps to assure compliance.

5. Interest of the ENGINEER

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

6. Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

7. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers
(Applicable to Contracts \$2,500 or greater)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the ENGINEER'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ENGINEER'S obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

8. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

9. Non-Segregation

The ENGINEER certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

10. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or greater)

During the performance of this Contract, the ENGINEER agrees as follows:

- A. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- B. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfers; recruitment or

recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices which will be provided by the OWNER setting forth the provisions of this non-discrimination clause.

- C. The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - D. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - E. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.
 - F. The ENGINEER agrees to comply with such rules, regulations, or guidelines as the OWNER may issue to implement these requirements, as attached hereto.
 - G. In the event of the ENGINEER'S noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the ENGINEER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
11. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and under). Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the ENGINEER agrees as follows:

- A. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be 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.
 - B. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The ENGINEER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The ENGINEER shall incorporate the foregoing requirements into all subcontracts.
12. "Section 402" Veterans of the Vietnam Era: Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Applicable to Contracts of \$10,000 and over)

- A. The ENGINEER will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ENGINEER agrees that all suitable employment openings of the ENGINEER which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the ENGINEER other than the one wherein the Contract is being performed but excluding those of the ENGINEER independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The ENGINEER further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs D and E.

- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligation which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing therein is intended to relieve the ENGINEER from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- D. The reports required by paragraph B. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the ENGINEER has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring local (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The ENGINEER shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location, copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- E. Whenever the ENGINEER becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the ENGINEER is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The ENGINEER may advise the State system when it is no longer bound by the contract clause.
- F. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

- G. The provisions of paragraphs B, C, D and E of this clause do not apply to openings which the ENGINEER proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- H. As used in this clause:
1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the ENGINEER proposed to fill from within this own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 2. "Appropriate officer of the State employment service system" means the local office of the Federal, State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 3. "Openings which the ENGINEER proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the ENGINEER'S organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the ENGINEER proposes to fill from regularly established "recall" lists.
 4. "Openings which the ENGINEER proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the ENGINEER proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the ENGINEER and representatives of his employees.
- I. The ENGINEER agrees to comply with the rules, regulations and relevant orders of Secretary of Labor issued pursuant to the Act.
- J. In the event of the ENGINEER'S non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders for the Secretary of Labor issued pursuant to the Act.
- K. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by their Director, provided by or through the contracting officer. Such notice shall state the ENGINEER'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- L. The ENGINEER will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the ENGINEER is bound by

the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

- M. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Community and Economic Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project Area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The ENGINEER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The ENGINEER shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The ENGINEER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

14. Section 3 Plan Format (Applicable to Contracts of \$10,000 and greater)

The ENGINEER agrees to implement the following specific affirmative action steps directed at increasing the utilization of low-income residents and businesses within the OWNER.

- A. To ascertain from the locality's U&CF program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the OWNER the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program if formal agreements are in existence.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

The officers and representatives of the ENGINEER, upon execution of this Agreement, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

15. Non-Influence Assurances

The ENGINEER certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee or any 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 agency, a Member of Congress, an officer or employee of any 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, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The ENGINEER shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

16. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

- A. By signing this contract, grant, or other 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.

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: April 11, 2013

RE Contract/Grant/Incentive (describe by number or subject): Montgomery Industrial Park CDBG Grant Project, Water & Sewer Extensions by and between
Goodwyn, Mills & Cawood, Inc. (Contractor/Grantee) and
Montgomery County Commission (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Regional Vice President with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
- X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 11th day of April 2013.

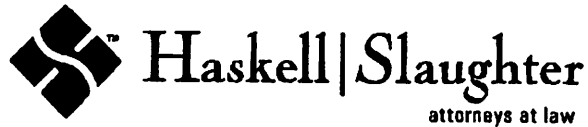
Goodwyn, Mills and Cawood, Inc.
Name of Contractor/Grantee/Recipient
By: [Signature]
Its: Regional Vice President

The above Certification was signed in my presence by the person whose name appears above, on this 11th day of April 2013.

WITNESS:

[Signature]
Lanita N. Evans

Printed Name of Witness



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
April 12, 2013

1. 1. 6-

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery Industrial Park
Professional Services Contract and Agreement for Engineering Services

I have reviewed my legal opinion on this matter dated March 27, 2013. I also reviewed the additional attachment entitled Part II. Terms and Conditions – Federal Guidelines Applicable to Contracts. I also reviewed the revised Professional Services Contract and the Agreement for Engineering Services and both documents now include the dispute paragraph that I recommended in my prior opinion.

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

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 15 2013

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Public Benefit Agreement with AT&T Alabama

During the April 1, 2013 County Commission meeting, Regional Director Tyler Fondren with AT&T Alabama briefed the Commission regarding a Public Benefit Agreement concerning the use of the County's public rights of way to provide an IP network upgrade. The Commission agreed to place this Agreement on the next agenda.

On April 12, 2013, County Attorney Gallion issued an additional opinion regarding this Agreement and recommended that a related Resolution be adopted by the County Commission concerning the Agreement with AT&T Alabama.

I am requesting that the Commission also approve this related Resolution, along with the Public Benefit Agreement with AT&T Alabama.

DLM/tn

Attachments

PUBLIC BENEFIT AGREEMENT

THIS AGREEMENT ("Agreement") dated _____, 2013 ("Effective Date") is made by and between BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama" or the "Company"), a Georgia corporation, and Montgomery County, Alabama, ("County") and applies to subscribers within the unincorporated areas of the County. AT&T Alabama and County shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, as a telephone corporation, AT&T Alabama asserts that it has a statewide franchise under Alabama Code Section 23-1-85 (1975) and its predecessors and by operation of law to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. This assertion by AT&T Alabama is supported by the opinion of the Alabama Attorney General Opinion 2008-021 issued to Representative Greg Canfield; and

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which AT&T Alabama asserts is a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service"). The IP Network upgrade will involve the use of the County's ROW.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, County and AT&T Alabama agree as follows.

1. **Term.** The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the Parties.

A. The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either County or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

B. In addition to the termination rights set forth in section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the County, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the County is no longer technically, economically or financially consistent with AT&T Alabama's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Alabama; or (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to County. During the term of this Agreement, AT&T Alabama shall pay to County a fee equal to 3% of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama's IP Video Services product delivered over the IP Network in the County's ROW to subscribers in the unincorporated areas of the County, including any Gross Revenues from video services included in a bundle of services. The fee ("IP Video Services Provider Fee") will be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to County quarterly and shall be due 45 days after the end of each quarter. Any fees paid to the County pursuant to this Agreement shall be in lieu of any franchise, business, privilege, or similar fees or taxes.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The County shall have the right to audit any such payment for a period of three (3) years, and no acceptance of any payment shall be deemed final until the period for audit shall have expired. The County may not employ an auditor whose compensation is dependent in any manner upon the outcome of any such audit.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;
- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment or
- (g) charges, other than those described in subsection 2(A), that are aggregated or bundled with amounts billed to IP Video Services subscribers, including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising (including yellow pages, white pages, banner advertisement, and electronic publishing).

C. (1) "Gross Revenues" which are subject to the IP Video Service Provider Fee paid by AT&T Alabama additionally include a pro rata portion of all revenue collected by AT&T Alabama pursuant to compensation arrangements for advertising (less any commissions AT&T Alabama receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Alabama's IP Video service within the County.

(2) Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the County divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services AT&T Alabama will make PEG capability available with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves 10% market share of the pay TV subscriber market within County or within 180 days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations. AT&T Alabama will provide two (2) programming streams or the

number of programming streams provided by the incumbent cable company with the most subscribers in the County on the effective date of this Agreement.

Any operation of any PEG access channel by County shall be the responsibility of County, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The County will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

If technically and economically feasible, AT&T Alabama will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

4. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Customer Service Standards. AT&T Alabama shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c) as may be amended from time to time.

6. Obligations of County. During the term of this Agreement, County will not subject, nor attempt to subject, the provision of AT&T Alabama's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

- (a) County agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.
- (b) County agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.
- (c) County agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Rights of Way. The County shall maintain reasonable police powers over installation of facilities in the public rights of way. AT&T Alabama shall maintain its facilities in a condition which shall not pose unreasonable danger to the safety of the traveling public. Nothing in this Agreement shall in any way reduce or expand the County's authority over the public ROW.

8. Insurance. AT&T Alabama agrees to either obtain a policy of public liability insurance in an amount not less than \$1,000,000 with the County named as an additional insured under such policy or provide the County with proof of self insurance in an amount not less than \$1,000,000.

9. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

10. Dispute Resolution. 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 either in the Circuit Court of Montgomery County, Alabama or in the United States District Court for the Middle District of Alabama and governed by the laws of the State of Alabama.

11. Non-discrimination. AT&T Alabama shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which the group resides.

12. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to County:

Honorable Elton N. Dean, Sr., Chairman
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

If to AT&T Alabama:

AT&T Alabama
General Counsel – Alabama
Suite 28A2
600 19th Street N
Birmingham, AL 35203

13. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

14. Assignment. AT&T Alabama may not assign or transfer this Agreement or any interest therein without the prior consent of County except to any affiliate of AT&T Alabama. Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of AT&T in this Agreement or the system in order to secure indebtedness

15. Entire Agreement. This Agreement constitutes the entire agreement between County and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between County and AT&T Alabama regarding the subject matter hereof.

16. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with AT&T Alabama in the conduct of AT&T Alabama's business or activities as a public utility, nor does this Agreement constitute the City's endorsement of AT&T Alabama's activities as such.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Miscellaneous.

A. AT&T Alabama and County each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and County shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

19. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

20. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

21. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this ____ day of _____, 2013.

(Signature page follows)

By: _____
Name: Fred McCallum, Jr.
Title: President – AT&T Alabama

Sworn to and subscribed before me this _____ day of _____, 2013.

My Commission Expires: _____

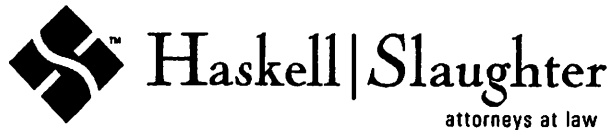
By: _____
Name: Elton N. Dean, Sr.
Title: Commission Chairman

Sworn to and subscribed before me this _____ day of _____, 2013.

My Commission Expires: _____

RESOLUTION

BE IT RESOLVED by the Montgomery County Commission ("MCC"), Montgomery County, Alabama that BellSouth Telecommunications, LLC d/b/a AT&T Alabama (AT&T Alabama or the "Company") its subsidiaries, successors and assigns be and hereby are authorized to lay, construct, lease and/or operate a system for the provision of cable or other video service, together with the right to make, install, maintain, repair and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County roads and rights-of-ways and, subject to any necessary private agreements, for attaching to said poles, transmission wires and lines of other utilities, provided that said AT&T Alabama shall not make any opening in any county roadway unless it has first received a permit to do so from the public agency in Montgomery County having jurisdiction over said public roads; and further, that the consent hereby granted shall be on a non-exclusive basis. AT&T Alabama shall pay MCC a fee equal to three percent (3%) of gross revenue received by it for AT&T Alabama's IP Video Services product delivered over the IP Network in the County's ROW to Montgomery County subscribers which are outside of an incorporated municipality, including any Gross Revenues from video services included in a bundle of services. Said payments shall be paid quarterly for receipts received during each prior three month period of each year and shall be paid within forty-five (45) days immediately following said dates. MCC shall have the right to examine the books of Company to certify the gross revenue.



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
March 21, 2013

TTb

TO: Donnie Mims
FROM: Tommy Gallion
RE: Public Benefit Agreement
BellSouth Telecommunications, LLC dba AT&T Alabama

I have reviewed your March 20, 2013 memorandum and the Public Benefit Agreement by and between BellSouth Telecommunications, LLC dba AT&T Alabama and Montgomery County, Alabama. This agreement expires on December 31, 2023 (ten years).

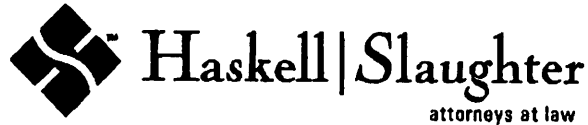
I noticed on page 2, Section 2. Compensation to County that the percentage amount has not been filled in. It is important that this amount be agreed to and added to the agreement prior to execution.

On page 5, Section 3, Section 10. Dispute Resolution, we need to insert the County's normal dispute paragraph.

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

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t. 334.264.7945 • f. 334.265.8573
www.hsy.com

MEMORANDUM
April 12, 2013

T.T.6.

TO: Donnie Mims
FROM: Tommy Gallion
RE: Public Benefit Agreement
BellSouth Telecommunications, LLC dba AT&T Alabama

I have reviewed your April 12, 2013 memorandum. I also reviewed the Public Benefit Agreement, which I assume is the same one that I reviewed in March, since my two suggested changes have not been made to the document. Please make sure the percentage amount needed on page 2, Section 2 is agreed upon and filled in prior to execution. (We used 3% in the Mon-Cre agreement.) Also please make sure to insert the County's normal dispute paragraph on page 5, Section 3.

The first paragraph under Recitals of the Public Benefit Agreement states that AT&T has a statewide franchise under Alabama Code Section 23-1-85 (1975) that allows them and its predecessors to operate and maintain its telecommunications facilities in the public rights of way throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. Essentially, their agreement covers what is in the franchise agreement. I also reviewed Attorney General's Opinion Letter 2008-021. Therefore, it is my legal opinion that Montgomery County **not** require AT&T to sign a franchise agreement.

I do believe that a resolution is in order and it is attached hereto. I have highlighted the percentage for ease of changing should AT&T not agree to 3%.

After the two above changes are made, I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
4,773,648

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568

www.mc-ala.org

Agenda

APR 15 2013

April 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

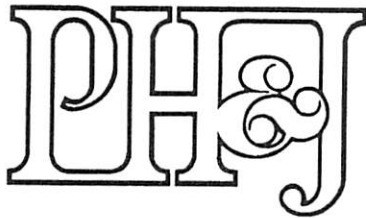
SUBJECT: Weatherization for Montgomery County Courthouse

PH&J has submitted a proposal for Hixson Consultants, Inc., regarding the ongoing problem with the water penetrating the wall at the Court House causing damage to Circuit Clerks records. The amount of the proposal is \$1,150.00. The Commission was briefed during the Working Session on April 1, 2013 regarding this proposal.

I was advised to place this item on the next agenda for approval on April 15, 2013 Commission Meeting in order to proceed with the proposal request.

If I can be of further assistance, please contact me.

JAM/tm



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

Wednesday, March 20, 2013

Mr. John Mitchell, Deputy Administrator
Montgomery County Commission, Montgomery, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Exterior Weatherization at the Montgomery County Courthouse – Annex 1 for the
Montgomery County Commission - Montgomery, Alabama
PH&J #0818-GVG

Mr. Mitchell,

I have received a proposal from Hixson Consultants, Inc. to come to Montgomery and participate in examining the water leak at the Courthouse and help in its fix. Hixson offered a pro-rated proposal of \$1,150.00 to make this visit. This is because they are involved in the weatherization project at Annex 1, and are due in the next few weeks to come and visit the job to make sure the work is being completed per their recommendations. The figure quoted above is a savings of \$500.00 over performing the work as a stand-alone visit.

CannDauSon Construction, who has the contract on Annex 1, has been briefed on the problem at the Courthouse and is standing by to participate in the examination and in the fix.

Please review and let me know if this proposal is acceptable to the Commission.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Cc: Patricia Silas, Pat Litchfield, Griffin Harris, Brian Klinkhammer, File



HIXSON
Consultants, Inc.

Building Envelope Solutions Team

947 1st Ave West
Alabaster AL, 35007

Phone: (205) 663-2220
Fax: (205) 664-5115

February 27, 2013

PROPOSAL FOR APPLIED TECHNICAL CONSULTING SERVICES

County Courthouse **Montgomery, AL**

Mr. Patrick Addison
PH&J Architects, Inc.
807 South McDonough Street
Montgomery, AL 36104
phjarch@bellsouth.net

The Hixson Consultants, Inc., HCI, Building Envelope Solutions Team appreciates this opportunity to submit our proposal for consulting services for onsite discovery of wall penetration issues on the above facility. We are submitting our proposal in keeping with your request and review of the sketch you submitted.

BASIC SERVICES OFFERED

- A. Onsite observation of wall penetration on the above mentioned project. Observations will be followed with a report and photo log identifying conditions contributing to water infiltration entry areas. Report will include remedial recommendations.

Qualifications and Limitations of Services

1. All comments made of work installed are presented for information and recommendation only, and are based on our past considerable experience and our desire to facilitate long-term performance with minimal expected maintenance burden to the Building Owners. We do not assume Construction Management or final authority for the means and methods and to make changes to the Work or to installers' scope beyond their contract. Our limit of liability for recommendations made by Hixson Consultants, Inc. is our reputation.
2. We will need access to the interior to observe the back of the problematic wall. Hixson Consultants, Inc. carries General Liability and Workman's Compensation insurance.
3. Our Standard Terms and Conditions included apply to this work and all service delivery.

Value • Integrity • Experience

Roofing • Waterproofing • Architectural Sheet Metal • Glazing • Wall Systems

© 2013 Hixson Consultants, Inc.

COST OF BASIC SERVICES OFFERED:

- A. Onsite discovery observations of existing below-grade pipe penetration conditions. Report and photo log to follow identifying possible water infiltration entries and remedial recommendations.

Stand Alone Trip
FOR THE SUM OF \$ 1,650.00

Pro-rated Travel with another HCI Project while in the Montgomery Area
FOR THE SUM OF \$ 1,150.00

Unit Costs for Hourly Fees for Basic Services and for Additional Services Requested and Provided:

• Principal	\$175 (Roofing, Wall Systems and Waterproofing)
• Sr. Consultant	\$150
• Infrared	\$135
• Consultant / CAD	\$125
• Senior Tech	\$90
• Tech	\$75
• Administrative	\$90
• Clerical	\$65

Reimbursable expenses if applicable will be invoiced at cost plus 10%. Examples of reimbursable expenses include travel, testing, reprographics and color photo printing. Reimbursable expenses are included in the price above.

We will not proceed with work beyond the budgeted amount without prior authorization from our Client. We welcome discussing our services in detail at your convenience. We pledge to you our very best efforts and expertise. Please advise of any questions, comments or suggestions.

Thank you for contacting Hixson Consultants, Inc. and may we continue our valued business relationship with your team?

Respectfully Submitted,
Hixson Consultants, Inc.
Greg L. Cunningham

Greg L. Cunningham

Senior Consultant
Wall Systems, Glazing, and Chamber Water Testing

cc: Ben Hixson, Principal

I have read and agree to the terms and conditions included.

Agreed to by:

Printed Name

E-mail Address

Signature

Telephone Number

Title

Fax Number

Date

Invoice sent to the attention of:

☐ Same as above

Printed Name of Person Authorized for Payment

E-mail Address

Billing Address:

Street or PO Box

Direct Telephone Number

City, State, Zip Code

Fax Number

**HIXSON CONSULTANTS, INC.
CONSULTING SERVICES TERMS AND CONDITIONS**

I. COMPENSATION

A. Fee compensation to Hixson Consultants, Inc. hereafter also HCI, for Basic Services shall be invoiced monthly based on actual hours expended by HCI at our prevailing rates.

B. The budget amount represents the estimated cost to our Client limited to the Basic Services (excluding any / all reimbursable expenses) as outlined in Section I.A. of the Agreement and is conditional upon all of the terms and conditions stated herein. HCI shall endeavor to provide the Basic Services within the estimated budget and shall also endeavor to notify Client prior to exceeding this budget; however, in all circumstances Client agrees and accepts to compensate HCI for all hours expended in the interest of the project.

C. Reimbursable Expenses are in addition to fee compensation for services and include actual expenditures made / incurred by HCI and / or its agents in the interest of the project and resulting directly from the performance of services under the Agreement. Unless prepaid, reimbursable expenses are invoiced at cost plus 10% and include, but are not limited to:

1. Travel and subsistence.
2. Long distance telephone, cellular telephone use, telex, telecopy.
3. Expense of courier service, shipping, postage and delivery service.
4. Expense of any / all reproduction of drawings, specifications, photographs, calculations, reports, correspondence, expense backup, etc.
5. Fees and expenses of a Registered Professional Consulting Engineer or Registered Architect.
6. Cost of staging, scaffolding, ladders or other equipment.

D. Compensation to HCI for the performance of authorized Additional Services where the scope is defined may be a lump sum amount if mutually agreed upon in advance; and shall be in addition to the Basic Services fee amount or shall be otherwise billed at our prevailing hourly rates.

E. Overtime requested by Client of HCI in an effort to recover and / or to maintain the overall schedule due to slippage by others shall be compensated at 1 ½ times the above rates for time on weekdays and Saturdays and at 2 times the standard hourly rates for Sundays and holidays.

F. Out-of-town travel time is chargeable from scheduled departure time to scheduled return arrival time. Time zone differences will be adjusted to actual hours. Non-travel and after hours time out of town on overnight and / or extended trips are not chargeable.

II. PAYMENT

A. Payment on account of authorized services and / or expenses shall be made monthly in the amount of HCI's monthly invoice for services performed and / or expenses incurred. Payment of HCI's invoices is not contingent upon Client's receipt of funds.

B. Client shall notify HCI in writing within twenty (20) days from the invoice of any incorrect or disputed item on the invoice or such invoice shall be deemed complete and correct and fully due and owing.

C. If this assignment is suspended for more than one (1) month or abandoned in whole or in part, by Client or Third Party, HCI shall promptly be paid its compensation for services performed and expenses incurred prior to receipt of written notice of such suspension or abandonment.

D. Payments are due and payable upon receipt of invoice. Client agrees to pay invoices in a timely manner. On the thirty-fifth (35th) day following invoice date and on each successive thirtieth (30th) day thereafter, a late charge in the amount of one and one-half percent (1.50 %) may be added to and become due on all unpaid principal amounts due. Finance charges accrue from the original date of the invoice. Payment received will first be applied to any accrued late fees and then to the balance of the original invoice(s).

E. In the event that payment is not made, the Client agrees to pay all collection costs and expenses incurred by HCI to collect the amount due including a reasonable attorney's fee whether or not suit is instituted.

III. GENERAL PROVISIONS

A. Record of expenses and hourly rate based services performed will be kept on the basis of General Accepted Accounting Principles (GAAP) and will be available to Client in HCI's office during normal business hours.

B. Reports, photos, specifications, drawings, calculations and related documents prepared by HCI are for the exclusive use by Client for this project. Client's and HCI's responsibility and liability with respect to these drawings and documents are limited solely to this project.

C. This agreement may be terminated by either party upon seven (7) days written notice should the other party substantially fail to perform in accordance with its provisions through no substantial fault of the other. In the event of termination, HCI shall promptly be paid its compensation for services performed to termination date, including reimbursable expenses, in full. Upon receipt by HCI of said payment in full, HCI shall deliver to Client one reproducible copy of documents prepared by HCI to termination date. HCI shall have no responsibility whatsoever for subsequent changes or additions and / or for use of these documents by Client and / or by others.

D. Client agrees that HCI is entitled to rely on it exclusively for the accuracy and timeliness of information it provides HCI with respect to the project, unless HCI knows or has reason to believe such information is in error. Client shall provide HCI with drawings, specifications, reports, field

measurements, surveys, warranty coverage, leak history and any other requested data that may be obtainable in order for HCI to perform its services.

E. HCI is providing only technical consulting services in an advisory capacity under this Agreement and is not providing (nor profiting from) any products, materials, shop fabrication and / or field installation. It is understood and agreed that the final responsibility for checking and verifying the accuracy of and for use of all documents / recommendations provided by HCI under this Agreement is and shall remain solely with Client.

F. The total extent of responsibility and liability for any and all errors and / or omissions by HCI in work provided under this Agreement shall be limited to correcting any such document errors and / or omissions in our part of the work. Client agrees and accepts that it is prohibited as a condition of this Agreement from making deductions or "backcharging" HCI's compensation for any reason whatsoever. HCI assumes no responsibility for material costs and / or labor costs by others due to services provided by HCI under this Agreement.

G. HIXSON CONSULTANTS, INC. ASSUMES NO CONSEQUENTIAL DAMAGES AND LIMITS ANY DAMAGES WHATSOEVER TO THE COST OF SERVICES PROVIDED. HIXSON CONSULTANTS, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER CONSEQUENTIAL DAMAGES.

H. It is understood and agreed that the Agreement is conditional, based upon a comprehensive schedule mutually agreed upon prior to HCI beginning work, for services to be provided by HCI. Any deviation from this schedule resulting from any action or inaction by other than HCI may result in Additional Service costs and / or HCI being unable to recover to maintain said overall schedule. Such inability to recover shall not constitute just-cause for termination of the Agreement by Client.

I. HCI shall endeavor to maintain said schedule; however, it is understood and agreed that the only liability assumed by HCI for its nonperformance, resulting in failure to maintain schedule, shall be absolutely limited to providing / increasing overtime and / or staff at no additional cost to Client, regardless of circumstances and / or Client's exposure.

J. HCI reports are for the exclusive use of our Client and are not intended for any other purpose. Reports are based on the information available to us at the time of the report. Should additional information become available at a later date, we reserve the right to determine the impact, if any, the new information may have on our discovery and recommendations and to revise our opinions and conclusions if necessary and warranted.

K. HCI maintains statutory Employee's Insurance, including Worker's Compensation, Employer's Liability, and Comprehensive General Liability and will provide current Certificate of Insurance to our client upon request.

L. We do not carry Errors and Omissions (E&O) insurance for any part of our work and this is specifically excluded from the terms of our Agreement.

M. HCI is an independent contractor in the performance of its duties under the Agreement. The detailed methods and manner of conducting the services shall be under the complete control and direction of HCI.

N. All persons performing any part of the services will be employees or agents of HCI and not employees or agents of the Client. HCI will be fully responsible for all applicable federal, state and local taxes arising out of HCI's activities under this Agreement, including by way of illustration but not by way of limitation, federal income tax, social security tax, unemployment compensation contribution and all other taxes, contributions, or business license fees as required (excluding any international fees, duties or taxes).

O. HCI will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely a Client / Contractor responsibility. HCI will not be responsible for Client / Contractor failure to carry out the work in accordance with the project Contract Documents.

P. HCI will not have control over, or charge of, and will not be responsible for acts or omissions of Client or Contractor, Subcontractors or their agents or employees, or of any persons performing services or portions of the work.

Q. HCI will comply with all applicable federal and state laws and regulations with respect to non-discrimination and equal opportunity in employment.

R. Client assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons and to all property caused by, resulting from, arising out of, or occurring in connection with the work and / or HCI's services performed under the Agreement; and if any persons shall make a claim for any damage or injury as hereinabove described, the Client agrees to indemnify and hold HCI harmless from and against any and all loss, expense, damage or injury that may result of any such claim.

S. Client agrees to resolve by mediation any and all disputes, claims or controversies arising from or related to any work performed for Client by HCI including disputes related to the breadth or scope of this provision. Mediation shall be conducted in Birmingham, AL. This provision however does not require the mediation of disputes where the fees paid to HCI are less than \$10,000 or the amount sought does not exceed \$10,000.

T. The prevailing party in any mediation, or any other final, binding dispute proceeding upon which the parties may agree, may be awarded reasonable attorneys' fees and expenses incurred by such party upon a finding that the other party initiated or continued to assert a clearly frivolous, unreasonable, or groundless claim or defense.

U. The Agreement constitutes the entire Agreement by and between Client and Hixson Consultants, Inc. pertaining to Technical Consulting Services for the referenced assignment. The terms and conditions herein shall supersede and take precedence over any / all terms and conditions which may be embodied in Client's purchase order or similar documents. The Agreement may be amended only by mutual agreement in writing signed by both parties and attached hereto. The laws of the State of Alabama will govern the Agreement.

PH&J Architects

From: "Jane Linam" <JLinam@bedocs.com>
To: <phjarch@bellsouth.net>
Cc: "Greg Cunningham" <GCunningham@bedocs.com>; "Ben Hixson" <BHixson@bedocs.com>
Sent: Wednesday, February 27, 2013 10:13 AM
Attach: PHJ Arch.Montgomery County Courthouse Discovery 2-27-13 glc.pdf
Subject: HCI Proposal for Services Regarding the Montgomery County Courthouse
Patrick,

Greg Cunningham asked me to forward the attached proposal with HCI Terms and Conditions for your consideration. If this proposal meets with your approval, please sign and return to us by e-mail to jlinam@bedocs.com or fax to 205-664-5115. Your signature approving our services will serve as our notice to proceed and we will schedule this work accordingly.

We thank you for your consideration and look forward to the possibility of working with you on this important project.

Jane Linam

Administrative Assistant

Hixson Consultants, Inc.

Building Envelope Solutions Team

947 1st Avenue West | Alabaster, AL 35007

Phone: 205-663-2220 | Fax: 205-664-5115

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
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MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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Agenda

APR 15 2013

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Approval of an Agreement with the Public Affairs Research Council of Alabama

During the April 1, 2013 County Commission meeting, Executive Director Jim Williams and Research Coordinator Joe Adams with Public Affairs Research Council of Alabama (PARCA) made a presentation regarding SMART Budgeting.

I am requesting that the County Commission approve the attached Contract with the Public Affairs Research Council of Alabama regarding this matter.

DLM/tn

PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA
219 Brooks Hall, Samford University
Homewood, Alabama

CONTRACT

DEVELOPING A "SMART BUDGETING" PROCESS FOR MONTGOMERY COUNTY COMMISSION

The Public Affairs Research Council of Alabama (hereafter "PARCA") will assist in developing a "SMART Budgeting" system for Montgomery County Commission (hereafter "the County,"), similar in structure to those done for the State of Alabama, Jefferson County, and the cities of Mobile, Montgomery and Decatur. The structure and process will be tailored to suit the Commission and Administrator's goals as well as the time and resource constraints for each department.

SECTION A: DESCRIPTION OF WORK AND RESPONSIBILITIES

1. All operating funds and every operating activity supported by operating funds should be included;
 - a. The budget (hereafter "Budget Plans") should be comprehensive, including all funds under County control regardless of source. For this reason, a comprehensive analysis of the revenue sources is required.
 - b. Benchmarks for the analysis of revenues will be based on relevant data from selected counties sharing similarities or proximity to Montgomery County. Preliminary considerations for inclusion in peer comparisons include Autauga, Etowah, Jefferson, Madison, Mobile, Shelby, and Tuscaloosa Counties (a more thorough evaluation may result in modifications to the comparison list at PARCA's discretion).
2. Budget Plans should be itemized to create accountability for performance and results. Budget plans should represent the various activities of the county government in some level of detail with regard to the staff and financial resources allocated (Personnel, Salaries & Benefits, Operations, Capital, etc.). The following outline provides the basis for organizing the work and responsibilities of each party in this agreement.
 - a. The County is responsible for :
 - i. Adopting financial or performance targets for departments
 - ii. Providing staffing and financial data and mission statements
 - iii. Designating the official assigned to manage each Budget Plan.
 - iv. Each Budget Plan (which may encompass several objects of expense and fund accounts) should be defined in terms of the purpose it serves.
 - v. Current line items that do not have a department associated with them (e.g. outside agencies) will be subsumed under the office of the County Administrator, or finance department, as a fiduciary of those items.
 - b. PARCA is responsible for working with the County's finance department and Department managers to:
 - i. Use the current account structures as reported by the County, and
 - ii. PARCA will assist in aligning the organizational structure with the budget plans. Each budget plan should be assigned to a manager who is responsible for

- developing and implementing a performance plan. This means that the budget should be aligned with the organizational structure.
- iii. PARCA will assist in developing at least one performance plan for each department or division, but there may be more than one if the organizational unit has multiple, distinct responsibilities (Not all multi-unit departments are functionally distinct and may not require separate plans).
 - iv. Large, complex departments normally will need more than one plan; departments that are small or have a single operational purpose should have only one plan.
- c. PARCA will develop financial, operational, and performance benchmarks: This analysis will be used to develop operational and performance benchmarks for major operations and identify the revenue sources being used to support operations (All Funds), compared to those in the following Counties as deemed relevant and appropriate (pending timely receipt of data):
- i. Autauga County
 - ii. Etowah County
 - iii. Jefferson County (as available)
 - iv. Madison County
 - v. Mobile County
 - vi. Shelby County
 - vii. Tuscaloosa County
3. PARCA will provide online access to a Budget Plan database where all departments can submit their Budget Plans. All Budget Plans will follow a common format that is brief but includes certain essential information. Some of this information is relatively permanent once developed, and is simply updated each year thereafter.
- a. PARCA will provide a draft of the departmental mission, authority, and measures as outlined below:
 - i. A concrete mission statement
 - ii. A statement of the legal authority for the activity covered by the performance plan
 - iii. One or more workload measures that describe the volume of activity involved
 - iv. Measures of the resources utilized (expenditures and employees)
 - v. Efficiency indicators that compare resources to the workload (unit cost and productivity)
4. The County will designate department managers who will have two weeks to recommend modifications to the Budget Plan structure, subject to review by the County Administrator or the Administrator's designee.
5. The County (or designated manager responsible for each plan) will develop a one-page plan to improve performance, providing the following information:
- a. A listing of critical issues that need to be resolved to accomplish the mission, improve performance, or support the commission's priorities.
 - b. Measurable goals for the next 2-3 years to improve the efficiency and quality of services
 - c. One or more strategies to improve performance in the budget year
 - d. One or more performance targets to be achieved for the budget year

6. Goals, strategies, and performance targets in every Budget Plan should be tied to overall county priorities, which should be stated in advance of the budget development period.
7. The County Administrator should review Budget Plans and incorporate them, with modifications as appropriate, in the administration's budget proposal to the Commission.
8. PARCA will work with elected officials to develop their own Budget Plans to present for funding as well.
9. The Commission should review performance plans and incorporate them, with modifications as appropriate, in the adopted budget.
10. The Commission should establish a schedule for periodically reviewing performance (monthly or quarterly) in relation to the plan as the budget year proceeds.
11. Based on annual budget cycle, and reviews anticipated, the first year focus is to develop the new budget structure and create basic operating plans (Budget Plans) in tandem with the pre-existing budget; then the SMART Budgeting process can supplement the existing budget system in the second year.

Section B: Work Plan 2013

Description	Estimated Time Schedule
Initiation of Work: Training for Key Staff Assign Departmental Access to PARCA Database Collection of Revenue Data	April 15, 2013 - May 30, 2013
Begin Monthly Report on Progress: Report from PARCA Database List of Critical Issues Conclusion of Revenue Analysis	May 30, 2013 – June 30, 2013
Submission of Draft Reports Administrative Review of Plans Commission Review of Plans Initial Assessment of Opportunities for Improvement	July 1, 2013 – September 30, 2013
Adoption of Final Budget	September 31, 2013
Data Reporting (Monthly Review) Commission Reviews	
Submission of Final Report: PARCA Assessment Opportunities for Improvements Areas of Success Areas of Need	March 30, 2014 – April 15, 2015

TERMS OF AGREEMENT

1. As described above, PARCA is prepared to begin work immediately, billing the County in equal installments of \$ 2,708.33 (\$32,500 annual), plus a maximum of \$2,500 for travel, for a total not to exceed \$35,000 for the first 12 months (a maximum of \$2,500 in travel to be billed as incurred, on separate invoice). The second 12 month will be billed at a rate of \$1,666.66 for each month of the second year, for maximum amount of \$20,000. PARCA will invoice the County at the end of each month. Payment is due 10 days after submission of invoice.
2. By the end of May, 2013, PARCA will produce a report from the Budget Plan database that will include an inventory of documentation provided to date, with a list of any remaining documentation or information to be collected from the County. Montgomery County Commission agrees to provide documentation or information related to those missing items by June 15, 2013. Any delay on the part of County officials in providing data will result in delays to analysis.
3. Upon delivery and/or presentation of the Final Report, PARCA will submit an invoice for the remaining balance, payable upon receipt. Any additional presentations will be billed at the rate of \$100.00 per hour of presentation, plus travel expenses.
4. All work papers, data sets, and analyses produced through this agreement remain the property of PARCA and may be published at PARCA's discretion, to the extent allowed under state and federal privacy laws. Upon payment of final invoice, PARCA grants Montgomery County Commission the right to publish and distribute the final report to the extent allowed by law.
5. Continued departmental access to the PARCA Plan Database will be provided for at least one subsequent year free-of charge.
6. By accepting this agreement, the Montgomery County Commission indemnifies and holds harmless PARCA, its board, and employees, against any claim regarding the completeness or accuracy of any facts, statements, or conclusions.
7. **DISPUTE RESOLUTION**

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

For Montgomery County Commission

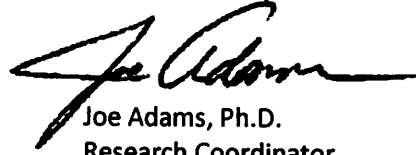
(Signature)

(Name)

(Title)

Date: _____

For the Public Affairs Research Council of
Alabama:



Joe Adams, Ph.D.
Research Coordinator

Date: _____

Agenda

APR 15 2013



March 27, 2013

Mr. Elton Dean
Montgomery County Commission
101 S Lawrence St
Montgomery, AL 36104

RE: Montgomery County Youth Facility – April 1st, 2013 Commission Meeting

Dear Mr. Dean,

We request Commission approval of the following

1. Preliminary Floor Plan dated 01 April 13
2. Budget – See Attached
3. Approval to proceed with Final Plans for the project.

The consideration of the Commission is very much appreciated.

Sincerely,

R. Platt Boyd, IV
Principal, SS&L, P.C.

Cc: Donnie Mims, John Mitchell



SEAY SEAY &
LITCHFIELD

Architects

Interior Designers

1115 South Oak Street

Montgomery, AL 36104

Phone: (205) 261-1111

Fax: (205) 261-1112

Job Number

10000

Date

1 APRIL 2013

Drawn By

JS

Checked By

JS

Reviewed

JS

Project Title

YOUTH FACILITY

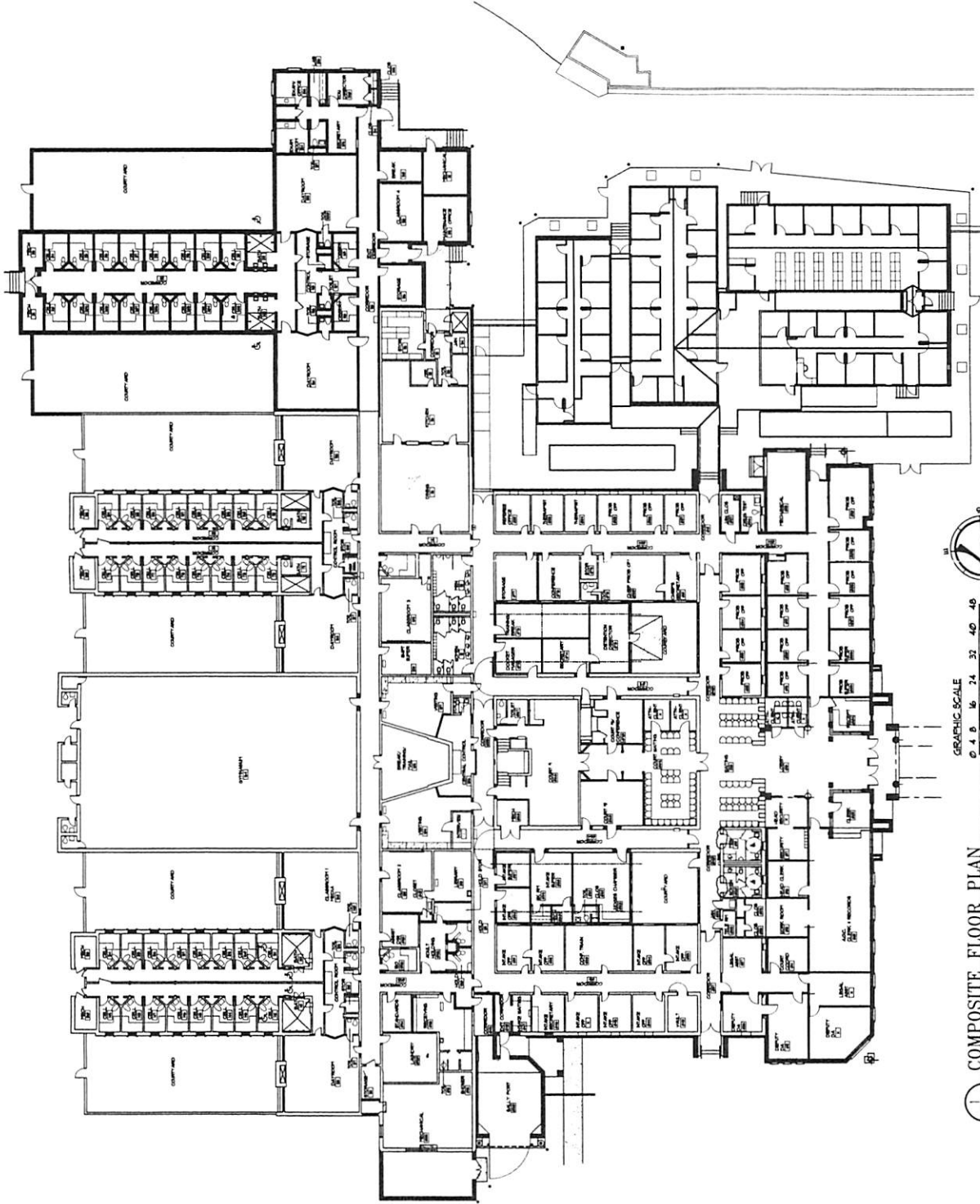
AIR BASE BOULEVARD

MONTGOMERY, ALABAMA

COMPOSITE FLOOR PLAN

Sheet Number

A2.0



GRAPHIC SCALE
0 4 8 16 24 32 40
1/8" = 1'-0"

1 COMPOSITE FLOOR PLAN
A2.0

FILE NAME



Montgomery County Youth Facility - Overall Project Cost

- Preliminary Project Development Budget
- 17 March 2013

Hard Costs		\$9,346,344
	Building Construction Cost	\$9,346,344
	55,000 ft ²	
	Sitework Construction Cost	\$0
	Associated Site Work	\$0
		\$0
	* Construction Cost	\$9,346,344
	used to calculate A/E Fees	
	Fixed Equipment Acquisition Costs	\$0
	Data /Communications	
	normally ± 3.00% of building construction cost	\$0
Soft Costs		\$818,890
	Fixtures, Furniture & Equipment	\$0
	Office Furniture	
	IT Systems	\$0
	Computers for Employees	
	0 units @ \$0 per unit	\$0
	Owner's Consultants	\$809,390
	A/E Fees	
	% of construction hard cost	\$762,659
	Testing Lab	
	0.50% of construction cost	\$46,732
	Bid Costs	\$9,500
	Advertisement for Bid	\$2,000
	Printing	\$7,500
Contingency	1% of overall	\$101,652
Project Development Costs		\$10,266,887
Possible Other Costs		(\$280,390)
	Possible Sales Tax Savings	(\$280,390)
	3.00% of construction cost	
	assumes 10% sales tax	
Net Total		\$9,986,496



Montgomery County Youth Facility - Construction Cost

• Construction Priorities List
• 17 March 2013

Priorities List		Extended	GC OHP	Contingency	Item Total	Cumulative Total	Schneider	SS & L
			14%	5%				
1	a HVAC System Replacement & Commissioning				\$3,536,867	\$3,536,867	\$3,536,867	
	b Finish refurbishments, paint, carpet flooring, non-security ceilings							
	Rework to meet functional needs							
	55,000 ft² @ \$44 per ft²	\$2,420,000	\$338,800	\$137,940	\$2,896,740	\$6,433,607		\$2,896,740
	c Lighting renovation for energy efficiency & associated electrical							
	Lighting							
	Detention 22,357 ft² @				\$72,475	\$6,506,082	\$72,475	
	Office 32,643 ft² @				\$72,474	\$6,578,556	\$72,474	
2	a Security control systems for detention areas	\$625,000	\$87,500	\$35,625	\$748,125	\$7,326,681		\$748,125
	b Replace failing lock system for detention areas							
	Locks & controls 114 @ \$2,500 per ea	\$285,000	\$39,900	\$16,245	\$341,145	\$7,667,826		\$341,145
	c Failing sprinkler heads in detention areas							
	Sprinkler repairs	\$42,000	\$5,880	\$2,394	\$50,274	\$7,718,100		\$50,274
	d Anti-Ligature design issues throughout detention areas	\$120,000	\$16,800	\$6,840	\$143,640	\$7,861,740		\$143,640
3	ADA & Code compliant issues for courtrooms & toilets							
	Toilets 1,035 ft² @ \$200 per ft²	\$207,000	\$28,980	\$11,799	\$247,779	\$8,109,519	\$98,787	\$148,992
	Courtroom 1 @ \$45,000 ea	\$45,000	\$6,300	\$2,565	\$53,865	\$8,163,384		\$53,865
4	Code compliant vent hood systems in Kitchen	\$30,000	\$4,200	\$1,710	\$35,910	\$8,199,294	\$35,910	
5	Roof replacement							
	Roofing 40,000 ft² @ \$12 per ft²	\$480,000	\$67,200	\$27,360	\$574,560	\$8,773,854		\$574,560
6	300kW Diesel Generator				\$273,240	\$9,047,094	\$273,240	
7	Functional space for private attorney/client meeting							
	Partitions & Mods 100 lf @ \$200 per lineal ft	\$20,000	\$2,800	\$1,140	\$23,940	\$9,071,034		\$23,940
8	Additional Dry Storage space in Kitchen	\$10,000	\$1,400	\$570	\$11,970	\$9,083,004		\$11,970
9	Replace failing floor systems in detention areas							
	Flooring 5,000 ft² @ \$12 per ft²	\$60,000	\$8,400	\$3,420	\$71,820	\$9,154,824		\$71,820
10	Provide additional capacity in laundry room							
	Space modifications & equipment	\$35,000	\$4,900	\$1,995	\$41,895	\$9,196,719		\$41,895
11	Central Control Room Modifications to meet Detention Standards							
	Space modifications & toilet	\$80,000	\$11,200	\$4,560	\$95,760	\$9,292,479		\$95,760
12	Flex Space for employees during renovation							
	If Child Support doesn't move - 2 trailers @ 18 months rental	\$45,000	\$6,300	\$2,565	\$53,865	\$9,346,344		\$53,865
							Schneider	SS & L
Totals		\$4,504,000	\$630,560	\$256,728	\$9,346,344		\$4,089,753	\$5,256,591

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc.ala.org

Agenda

APR 15 2013

April 3, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

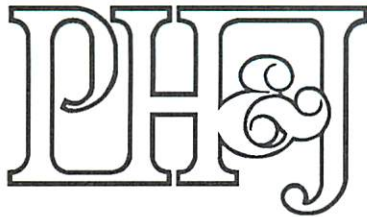
SUBJECT: Proposal for Renovations and Alterations to the Montgomery County Courthouse
Annex I – Family Courts for the Montgomery County Commission –
Montgomery, Alabama; Project # 1209-GVA

Davis Electrical has submitted a proposal for the existing floor outlet box to be moved so that Judge Williams can have power at his desk. The amount of the proposal is \$700.00. This proposal will be attached to the memorandum.

This item was discussed at the Working Session on April 1, 2013. I am requesting that this item be placed on the agenda and be approved at the Montgomery County Commission meeting on April 15, 2013.

If I can be of further assistance, please contact me.

JAM/tm



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

Tuesday, August 28, 2012

Mr. John Mitchell, Deputy Administrator
Montgomery County Commission, Montgomery, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Renovations and Alterations to the Montgomery County Courthouse Annex I –
Family Courts for the Montgomery County Commission - Montgomery, Alabama
PH&J #1208-GVA

Mr. Mitchell,

I have spoken with Kenny Gunn, our Electrical Engineer, and asked him to give us a budget to have an electrician move the existing floor outlet box in Judge Williams' office, so he can have power at his desk.

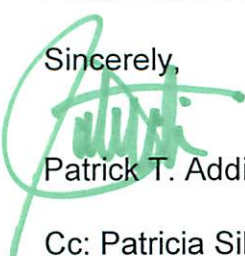
Kenny suggested that we just add a second floor outlet where we need it, leaving the existing floor box in place. He says it will be cheaper, quicker, and less destructive to do so. We can tie the new box to the existing box, keeping both boxes on the same circuit.

The price of adding this second box will be around \$700.00 +/-.

We still have Davis Electrical, who was the electrician on the Family Courts project standing by to install the new lights at the Washington Avenue entrance. We could ask Steven Davis for a proposal to add the new floor electrical box, assuming that it would be installed when he returns to the courthouse to install the lights.

Please let me know if this is acceptable.

Sincerely,



Patrick T. Addison, AIA

Cc: Patricia Silas, Pat Litchfield, Doug Fuhrman, File

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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Agenda

APR 15 2013

April 4, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator



SUBJECT: Proposal for Probate & Revenue Office East Deductive Change Order #1

Brown Chambless Architects has submitted Deductive Change Order #1 with the following three items:

1. Add set of double doors to Break Room 203	\$ 1,225.61
2. Furnish & install metal furring channel with sheet rock	\$ 3,113.42
3. Value Engineering Items	\$(33,838.00)
Total	\$(29,498.97)

This deduction was discussed with the Commission during the Working Session on April 1, 2013. I was advised to place this item on the next agenda for approval on April 15, 2013 Commission Meeting in order to proceed with the proposal request.

If I can be of further assistance, please contact me.

JAM/tll

CONTRACT CHANGE ORDER

Change Order No. One Date March 15, 2013 B.C.No. _____

TO: (Contractor)

CannDauSon Construction, Inc.
216 Echlin Boulevard
Prattville, AL 36067

PROJECT:

Tenant Improvements to the Montgomery
Commission – Probate and Revenue Office East

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated 2/4/2013 & 2/20/2013

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)

1. Add set of double doors to Break Room 203	\$ 1,225.61
2. Furnish & install 7/8" metal furring channel with 5/8" sheet rock on one side on walls for electrical.	\$ 3,113.42
3. Value Engineering Items	<u>\$ (33,838.00)</u>
Total	\$ (29,498.97)

ORIGINAL CONTRACT SUM \$ 546,590.00

NET TOTAL OF PREVIOUS CHANGE ORDERS \$ 0.00

PREVIOUS REVISED CONTRACT SUM \$ 546,590.00

THIS CHANGE ORDER WILL ☐ INCREASE ☒ DECREASE
THE CONTRACT SUM BY \$ (29,498.97)

REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER \$ 517,091.03

EXTENSION OF TIME resulting from this Change Order None (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

By Walter C. Dowdy

Walter C. Dowdy, Attach current Power of Attorney
Attorney in Fact **RECOMMENDED**

Brown Chambless Architects

Architect

By [Signature]

Name & Title John Chambless, Principal

CONTRACTING PARTIES

CannDauSon Construction, Inc.

Contractor

By [Signature]

Name & Title Ellen C. Barnette V. President

Montgomery County Commission

(Awarding Authority)

By _____

Name & Title _____

COR #1 - Add Set of Double Doors Breakroom 203

- Not Shown on Door Schedule

	Material	Labor	Sub/Rental/Misc.
Door Frame	\$135.00	\$20.00	\$2.00
Wood Doors	\$454.00	\$30.00	\$0.00
Finish Hardware	\$280.00	\$35.00	\$5.00
subtotals	\$869.00	\$85.00	\$7.00
Tax/Fringe	\$86.90	\$17.85	\$0.00
Totals	\$955.90	\$102.85	\$7.00
Total M/L/SRM			\$1,065.75
GC OH & Markup (15%)			\$159.86
Total			\$1,225.61

2/4/2013

2/19/13

Emailed Kenny - Can we delete
wall 1/2 door and leave panels
exposed in 203?

Probate Revenue Tenant Improvements - COR LOG

**COR #2 Revised - Furnish and Install 7/8" Metal Furring
Channel with 5/8" Sheet Rock on One Side on Walls
for Electrical now per marked up drawings (in blue)
E2.2 and E2.3**

Price Ceiling (see break down)	\$2,830.38
GC Allowed Markup	\$283.04
Total	\$3,113.42

2/20/2013

Probate Revenue Tenant Improvements - COR LOG

COR #3 - Value Engineering Items (Corrected)

Eliminate Film from Glass Railing System	-\$2,500.00
Reduce the Number of Posts in Glass Railing System by Approximately 38 Posts	-\$2,220.00
Provide Storefront Manufacturer's Standard Hardware	\$3,532.00
Millwork Revisions -	
Straighten Radius Walls	-\$3,000.00
Omit P/L Interior w/Melamine @ Probate Cubbies	-\$3,000.00
Omit Security Desk	-\$3,500.00
Use MC Cable instead of 3/4" Conduit	-\$3,000.00
Use Alternate Lighting Fixtures in Place of FGV2 and LED Recess Can	-\$4,000.00
Hardware Changes (See breakdown)	-\$14,950.00
Delete CPM Requirement	-\$1,200.00
Total Value Engineering	-\$33,838.00

APR 15 2013

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:

NAME: DOUBLE B COUNTRY STORE

ADDRESS: 18354 U.S. HWY. 31, HOPE HULL, AL 36043

**AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET
BEFORE THE COUNTY COMMISSION AT:**

9:30 A.M. APRIL 15, 2012

**At the Commission's Hearing Room, in the Administration Building,
101 South Lawrence Street, Montgomery, Alabama. Anyone desiring
To be heard either for or against said application may appear in person
at said time or may indicate his or her wishes in writing by
Communication addressed to the Montgomery County Commission.**

**Donald L. Mims, County Administrator
Montgomery County Commission**

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION APRIL 8, 2013

**PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT. RUN
ONE TIME.**

NOTICE

Notice is hereby given that application has been made to the County Commission of the County of Montgomery, Alabama, for approval of a permit for the sale of liquor by this operation:

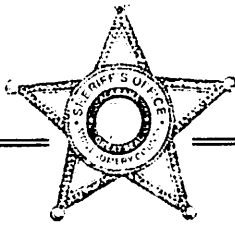
APPLICANT: DEBORAH BECK

PLACE NAME: DOUBLE B COUNTRY STORE

**LOCATION: 18354 U S HWY 31 S
HOPE HULL, AL 36043**

And that public hearing on said application has been set before the County Commission at 9:30 A.M. APRIL 15, 2013, at the Commission Hearing Room, in the Courthouse, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the County Commission.

**DONALD L. MIMS, ADMINISTRATOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA**



March 21, 2013

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FM : Sheriff D.T. Marshall *DTM*
Sheriff of Montgomery County

SUBJECT : Double B Country Store
18254 U.S. Highway 31 South
Hope Hull, AL 36043

The Sheriff's Office has no objections to the Retail Beer and Retail Wine (Off Premises Only) license for the above listed place of business

DTM/lhp

cc: file

**RETAIL BEER AND TABLE WINE (OFF PREMISES)
NEIGHBORHOOD INVESTIGATION**

DATE : March 21, 2013
INVESTIGATOR : Lieutenant L.H. Persky
Sergeant J.D. Oliver
BUSINESS : Double B Country Store
LOCATION : 18354 U.S. Highway 31 South Hope Hull, AL

A check of the residents within a one mile radius of the business was conducted. All homes within a 1 mile radius of the store were checked. Of those citizens we spoke with, none opposed the issuance of the license. There were some homes that we didn't receive an answer at the door.

The closes school is Pintlala Elementary which is approximately 8 miles away from the business. There are a few churches in the area. It should be noted that the previous business owner had the same license however, he sold the business and the building remained vacant for a period of two months. The ABC board required a new license application rather than a transfer for that reason. The proprietor, Deborah Beck, was printed and a local background check completed with negative results.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130225090000939



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Trade Name: DOUBLE B COUNTRY STORE **Filing Fee:** \$100.00

Applicant: DOUBLE B COUNTRY STORE LLC **Transfer Fee:**

Location Address: 18354 US HWY 31 S HOPEHULL, AL 36043

Mailing Address: HOPE HULL HOPE HULL, AL 36043

County: MONTGOMERY **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: 00313 0845 **Do you sell Draft Beer:** N

Date Incorporated: 01/15/2013 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 01/15/2013 **Alabama State Sales Tax ID:** R008409160

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

DEBORAH BECK 3552727 - AL AL, MONTGOMERY	OWNER Incorporated:01/15/2013	02/25/1957 MONTGOMERY	10869 HWY 31 S HOPE HULL, AL 36043 Authority:01/15/2013

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DEBORAH BECK

Business Phone: 334-451-0350

Fax:

Home Phone: 334-451-0350

Cell Phone:

E-mail: DEBECK@CHARTER.NET

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130225090000939



If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: **DEBORAH BECK 334-451-0350**

What is lessors primary business? **BUSINESS**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **5500** Display Square Footage:

Building seating capacity: **0** Does Licensed premises include a patio area? **NO**

License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **6** Nearest: **4**

Nearest school: **3 miles** Nearest church: **1 blocks** Nearest residence: **1 blocks**

Location is within: **COUNTY** Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130225090000939



Initial each

Signature page

DEB
DEB

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

DEB

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

DEB

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

DEB

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

DEB

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DEB

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DEB

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DEB

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): DEBORAH E. BECK

Signature of Applicant: Deborah E. Beck

Notary Name (print): Stephen McKitt

Notary Signature: Stephen McKitt

Commission expires: 12-28-14

Application Taken: 2-25-13 App. Inv. Completed: 2-25-13 Forwarded to District Office:
Submitted to Local Government: 2-25-13 Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 15 2013

April 15, 2013

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

** C-2013-77: Amateur Athletic Union of the U.S., Inc., for Basketball Program - \$2,000; (Dean-\$500, Harris-\$1,000, and Ingram-\$500)

NOTE: Rescinded to change organization to the proper name.

C-2013-85: The Alabama Celtics, an Affiliate of Amateur Athletic Union of the U.S., Inc., for Basketball Program - \$2,000; (Dean-\$500, Harris-\$1,000, and Ingram-\$500)

**C-2013-66: Rescind Appropriation to Helicity of Montgomery, Inc., for Lagoon Park Trail - \$5,000; (Polizos)

NOTE: Helicity of Montgomery, Inc., has not Received 501 (c) (3) Recognition by the IRS. The Lagoon Park Trail will be will be Implemented by Friends of the Montgomery Clean City Commission, Inc.

C-2013-86: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$5,000; (Polizos)

**C-2013-80: Rescind Appropriation to Optimist International, for Central Montgomery Optimist Club, for Community Services Programs - \$200; (Harris)

NOTE: Rescinded to change organization to the proper name.

C-2013-87: Optimist International Foundation, for Optimist Club of Montgomery-Central, Alabama, for Community Services Programs - \$200; (Harris)

MEMORANDUM

Montgomery County Commission

April 15, 2013

Page 2

- C-2013-88: Montgomery County Recreation Department, for Boys & Girls Clubs of South Central Alabama, for Youth Programs - \$1,000; (Harris)
- C-2013-89: Hospice of Montgomery, Inc., for Indigent Patient Care - \$450; (Ingram)
- C-2013-90: Madison Park Community Re-union Organization, for Educational and Recreational Activities that will Enhance the Quality of Life for the Madison Park Community - \$500; (Harris)
- C-2013-91: The Center for Child and Adolescent Development, for Diagnostic and Intervention Services - \$300; (Harris)
- C-2013-92: Montgomery Heat Athletic Association, Inc., for Youth Programs - \$1,000; (Harris)
- NC-2013-89: City of Montgomery, to be used by BONDS to Support the Woodley Park Area Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)
- NC-2013-90: BOE, Jefferson Davis High School, for the Health Science Academy to Purchase an I-Pad and Case - \$1,000; (Harris)
- NC-2013-91: Town of Pike Road, for Relay for Life - \$500; (Ingram)
- NC-2013-92: City of Montgomery Parks and Recreation Department, for Old Selma Road Community Center for Youth Program - \$500; (Dean)
- ***NC-2013-86: Adjustment: Alabama Cooperative Extension System, for the King Hill Community Garden - \$500; (Dean-\$20, Ingram-\$250, and Williams-\$230)
- NOTE: Subtracted \$17 from Commissioner Williams' appropriated amount, bringing his total to \$213 and add \$17 to Chairman Dean's appropriated amount, bringing his total to \$37.

**Rescind

***Adjustment

DLM/tll

Agenda

APR 15 2013

MEMORANDUM

TO: Donald L. Mims,
Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: April 10, 2013

SUBJECT: Invitation to Bid No. 51988-13B-013,
Employee Lunch

Request approval of award on the above referenced Invitation to Bid to the only bid received, Chappy's Deli, in the amount of \$4,140.00, be placed on the agenda for the County Commission meeting on April 15, 2013. (copy of spread sheet attached)

Attachment

[illegible]

SPRSTSEMPLOYEEELUNCH2013

MONTGOMERY COUNTY COMMISSION
Purchasing Department
P.O. Box 1667
Montgomery, Alabama 36102-1667

INVITATION TO BID

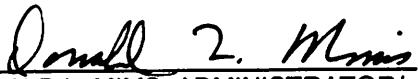
Bid Date
March 25, 2013

Bid Number
51988-13B-013

Return Bid By
APRIL 10, 2013
10:00 A.M.

Please submit a sealed price bid on the items listed below (Note: **No Faxed Bids**). The submissions will be received at 100 S. Lawrence Street until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent. The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without trade-ins, to refuse all bids and waive technicalities. **A Bid Bond in the amount of five-percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A certified check or money order will be acceptable.** Note: "No Company Checks". If you have any questions regarding this bid, please contact Pat Silas, Buyer, Purchasing Department, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.




DONALD L. MIMS, ADMINISTRATOR/
PURCHASING AGENT

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
-------------	----------	-------------	---------------	--------------------

MONTGOMERY COUNTY COMMISSION DESIRES TO TAKE BIDS FOR THE CATERING OF AN EMPLOYEE LUNCH. LOCATION AND DATE ARE LISTED BELOW.

MONTGOMERY COUNTY COMMISSION IS TAX EXEMPT; TAXES SHOULD NOT BE ADDED TO THE PRICE QUOTED.

CATERING OF AN EMPLOYEE LUNCHEON TO BE HELD ON THURSDAY, APRIL 18, AT THE FIRST BAPTIST CHURCH MEETING HALL, LOCATED ON PERRY STREET, MONTGOMERY, ALABAMA. SERVING TIME WILL BE BETWEEN THE HOURS OF 11:00 A.M. AND 1:00 P.M. ON THIS DATE. VENDOR WILL BE RESPONSIBLE FOR SET-UP AND CLEAN-UP OF THE SERVING AREA. ICE WILL BE AVAILABLE AT THE CHURCH BUT VENDOR WILL BE RESPONSIBLE FOR STAFFING THE BEVERAGE TABLE. VENDOR SHALL FURNISH ICE CHEST. VENDOR SHALL FURNISH FOOD AND SERVE APPROXIMATELY 600 PEOPLE WITH A MINIMUM OF TWO (2) SERVING LINES, WHICH SHALL BOTH STAY OPEN FROM 11:00 A.M. TO 1:00 P.M.

VENDOR WILL BE RESPONSIBLE FOR PROVIDING INDIVIDUAL SERVING PACKETS OF

KETCHUP, MAYONNAISE, AND MUSTARD FOR HAMBURGER AND HOTDOG PREPARATIONS BY THE EMPLOYEES. OTHER CONDIMENTS OFFERED AND TO BE ADDED TO THE HAMBURGER OR HOTDOG AS THE EMPLOYEE GOES THROUGH THE SERVING LINE WILL BE ONIONS, PICKLES, LETTUCE, TOMATOES, SAUERKRAUT AND CHILI.

VENDOR WILL BE RESPONSIBLE FOR FURNISHING PLATES/DINNER AND DESSERT; NAPKINS, 16 OZ. CUPS, FORKS, SPOONS, KNIVES. CARRY-OUT PLATES SHALL ALSO BE AVAILABLE. SUCCESSFUL VENDOR SHALL BE GIVEN THE NUMBER OF CARRY-OUT PLATES THAT SHALL BE PREPARED AT PLACE OF BUSINESS AND PICKED UP AT CHURCH THE DAY OF THE LUNCHEON. VENDOR TO PROVIDE BROWN PAPER BAGS WITH HANDLES FOR CARRY- OUT. CARRY OUT BAGS SHALL BE MARKED WITH THE DEPARTMENT THAT IS PICKING UP THE ORDER. GALLON JUGS OF TEA AND 16 OZ. CUPS SHALL BE PROVIDED WITH THE TAKE-OUT ORDERS TO EQUAL NUMBER OF TAKE-OUTS FOR EACH DEPARTMENT. TAKE-OUTS MUST BE READY TO GO BY 11:00 A.M. TAKE-OUT DESSERT WILL BE APPLE PIE ONLY. IF FURTHER INFORMATION IS NEEDED, PLEASE CONTACT DIDI HENRY, MANAGER OF PUBLIC AFFAIRS FOR MONTGOMERY COUNTY, 832-1270.

ALL BIDDERS SUBMITTING A BID SHALL MEET THE SPECIFICATIONS/QUALIFICATIONS LISTED ON THE ATTACHED SHEET.

PRICE PER PERSON \$ _____ TOTAL \$ _____

MENU SHALL BE THE FOLLOWING:

MEATS

- Hotdog – ALL beef, 2 oz. 6” – A serving size will consist of two hotdogs with 2 buns
- Hamburger – Angus beef – 80/20 5.3 oz. uncooked
- Grilled Chicken Sandwich – 100% natural whole chicken breast fillet – 5.0 oz. uncooked

VEGETABLES

- POTATO SALAD-Made with Fresh Potatoes - NO LESS THAN 4 OZ. Serving

- HOMESTYLE BAKED BEANS- NO LESS THAN 4 OZ. Serving

- DESSERTS – Apple Pie (No less than 5 oz.) and 1-Pre-Packaged Container as Sold in an Individual Cup of Vanilla Ice Cream
- Tea – Sweet/Unsweetened
- Water

Condiments

Ketchup, mustard, mayonnaise, onions, pickles, lettuce, tomatoes, sauerkraut, chili.

1. BID NO. 51988-13B-013 SHALL APPEAR ON THE OUTSIDE OF THE BID ENVELOPE. NO ORAL, TELEPHONIC, FACSIMILE BIDS, MODIFICATIONS OR ALTERNATE BIDS WILL BE CONSIDERED. BIDS WILL NOT BE CONSIDERED FROM FIRMS, INDIVIDUALS OR THE SAME OWNERS OF SEPARATE COMPANIES SUBMITTING MORE THAN ONE BID.
2. THREE (3) "NO RESPONSES" TO INVITATION TO BID WILL BE REASON FOR DELETION OF FIRMS' NAME FROM THE BID LIST. ONCE DELETED FROM BID LIST, FIRMS' NAME MAY BE PLACED BACK ON THE BID LIST WITH A WRITTEN REQUEST FROM THE FIRM.
3. BID BOND SHALL BE ATTACHED TO THE BID FORM WHEN SUBMITTED TO THE PURCHASING OFFICE.
4. BIDDERS SHALL HAVE AT LEAST FIVE (5) YEARS EXPERIENCE IN THE CATERING BUSINESS.
5. BIDDERS SHALL ENCLOSE WITH THEIR BID A LIST OF 3 REFERENCES WHERE THEY HAVE CATERED A MEAL FOR 300 OR MORE PEOPLE IN THE LAST YEAR. PLEASE FURNISH WITH REFERENCES, A CONTACT NAME AND PHONE NUMBER. BIDS RECEIVED WITHOUT THE REFERENCES WILL BE REJECTED.
6. CITY OF MONTGOMERY BUSINESS LICENSE NUMBER _____. VENDOR SHALL HAVE ALL SALES TAXES UP-TO-DATE.
7. BID PROTEST PROCEDURE ATTACHED.
8. The successful bidder awarded the contract/purchase order shall provide documentation to Montgomery County Commission demonstrating that it is enrolled in the E-Verify program. Memorandum of Understanding will need to be provided before a contract/purchase order is issued.
Verification for issuance of public benefits will also be requested.
9. City of Montgomery Business License Number _____.
If required by law – Montgomery County Business License number _____.
Vendor shall have all sales taxes up-to-date.
10. A mandatory pre-bid meeting will be held on April 3, 2013, at 9:00 a.m., in the County Commission Conference Room, Annex III, 101 S. Lawrence Street, Montgomery, Al.

_____			Quote F.O.B. _____
Company _____			Terms of Payment: _____
Mailing Address _____			Delivery Date: _____
City _____	State _____	Zip _____	Company Phone No.: _____
Official Signature _____			Fax No.: _____ Phone No. _____
Official Name (Type/Print _____)			FEDERAL I.D. # _____
Title _____			E-MAIL ADDRESS: _____

SPECIAL REQUIREMENTS

1. Sub-Caterer for the successful bidder shall not be allowed.
2. Bidders shall have at least five (5) years experience in the catering business.
3. Bidders shall enclose with their bid a list of 3 references where they have catered meals for 300 or more people, at one occasion, in the last year. Please furnish with references, a contact names and phone number. Bids received without the references will be rejected.
4. Bidders shall have a Health Department rating of 95 or above for the last three Health Inspection reports, with no critical violations. Please attach a copy of the past three (3) health inspection reports to your bid or provide your last three (3) Health Inspection scores. Montgomery County Commission will contact the local Health Department to verify these scores.
5. Bidders shall furnish a copy of current Health Permit.
6. Bidders shall be classified as a Category 3 by the Health Department.
7. Bidders to furnish copy of current Food Safety Certifications.
8. Bidders shall have a current City of Montgomery and County business license and shall be up-to-date on payment of all City and County sales taxes.
9. **A mandatory pre-bid meeting will be held on April 3, 2013, at 9:00 a.m., County Commission Conference Room, Annex III, 101 S. Lawrence Street, Montgomery, Alabama.**
10. **VENDORS HAVING A PLACE OF BUSINESS WITHIN THE LEGAL BOUNDARIES OF MONTGOMERY COUNTY SHALL BE GIVEN A 3% PREFERENCE OVER VENDORS LOCATED OUTSIDE OF MONTGOMERY COUNTY LEGAL BOUNDARIES.**

11. DISPUTE RESOLUTION

IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES

CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT
RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF
THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY
COMMISSION AND VENDOR.

Agenda

APR 15 2013

MEMORANDUM

TO: Donald L. Mims,
Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: March 27, 2013

SUBJECT: Invitation to Bid No. 52200-13B-008,
Admission/Indigent Kits

Request approval of award on the above referenced Invitation to Bid to low bid of American Amenities, Inc., in the amount of \$14,920.00, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

This will be an award for a one (1) year contract with the option to renew for an additional two (2) years, in one year periods. A price escalation may be allowed after the first year but shall not exceed 5% per year.

Coordination of award made with Sheriff D.T. Marshall of the Sheriff's Office.

Attachment

12-2

Notes:

12-4

SPRSTADMISSIONKITPG3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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www.mc-ala.org

Agenda

APR 15 2013

April 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Authorization to issue an RFP for Independent Financial Advisory and Investment Services

During the April 1, 2013 County Commission meeting, Philip Dotts with The PFM Group, Public Financial Management, Inc., made a presentation regarding Independent Financial Advisory and Investment Services.

I am requesting authorization to issue an RFP for Independent Financial Advisory and Investment Services, which will allow The PFM Group and other firms to submit proposals to the County Commission for consideration.

DLM/tn

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 16

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 4/4/2013
DATE: 4/4/2013 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Camera Equipment	001-52110.400	0	2,578	2,578
Fund Balance	001.35900		-2,578	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	2,578

JUSTIFICATION:

Budget for the purchase and installation of three cameras in Annex I Sheriff Legal Services Division offices.

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

March 15, 2013

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *DTM*
Montgomery County Sheriff's Office

SUBJECT : Cameras Installed in Legal Service Division
Montgomery County Sheriff's Office

The Montgomery County Sheriff's Office has recently undergone an audit by the State of Alabama. The only exceptions shown on the audit were in the accounting process in the pistol permit offices.

I am attaching a quote from Imperial Systems, Inc. to install three cameras in the Legal Service Division. One camera will be on the safe where all funds are kept and two other cameras will be placed in the office where the accounting paperwork is prepared and where the money is counted.

I am requesting that you ask the County Commission for their consideration of my request for the purchase and installation of these cameras. Your assistance in this matter will be appreciated.

DTM/tb

2013 MAR 18 AM 9:15
MONTGOMERY COUNTY
COMMISSION



PROPOSAL

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery County Sheriff's Dept.
115 S Perry St
Montgomery, AL 36104
Attn: D.T. Marshall

03/08/13

Proposal Number:
MTGYCO03.08.13

IP Based Cameras

FURNISH, INSTALL, AND PROGRAM THREE IP CAMERAS - ANNEX 1 PISTOL PERMIT AREA

- ❖ (3) Geovision GV-FD120D IP High-Res Camera
- ❖ 500' Cat5 Plenum Rated Cable
- ❖ Installation Material
- ❖ Installation and Programming Labor

PRICE - Good for 90 Days:

Two Thousand Five Hundred Seventy Eight and 00/100 (\$2,578.00)

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

APR 15 2013

April 5, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the April 1, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 187
- (2) Stores Clerk I, Position Number 193

I am requesting approval of these items.

DLM/tn

Attachments

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Corrections Officer Trainee / Corrections officer

Position Number 187

Proposed Effective Date April 1, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 Pay Grade PCT

Corrections Officer - \$29,569 - \$42,093 Pay Grade PC1

D T Marshall

Date March 19, 2013

Department Head *RM*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Stores Clerk I

Position Number 193

Proposed Effective Date April 1, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
 (☒) Open Competitive Register () Reemployment

Pay Grade Pay Grade A03 - \$24,414 - \$34,753

D T Marshall

Department Head AK

Date March 19, 2013

2. Administrative Review

- () Approved
 () Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

Personnel Director _____

Date _____

4. Selectee:

Appointing Authority _____

Date _____

5. () Manpower data entered by _____

() Payroll entered by _____

Date _____

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 15 2013

Request # 7

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: April 17, 2013 Return Date: April 17, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: \$0.00

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.50

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$782.06</u>	
Budget Available:	<u>\$2,717.94</u>	
Current Requests:	<u>\$56.50</u>	
Budget Balance:	<u>\$2,661.44</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

APR 15 2013

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: May 23, 2013 Return Date: May 23, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General Fund

Additional Comments: Mileage - \$56.50

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$782.06</u>	
Budget Available:	<u>\$2,717.94</u>	
Current Requests:	<u>\$113.00</u>	
Budget Balance:	<u>\$2,604.94</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 15 2013

Request # 9

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: June 20, 2013 Return Date: June 20, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$56.50

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$782.06</u>
Budget Available:	<u>\$2,717.94</u>
Current Requests:	<u>\$169.50</u>
Budget Balance:	<u>\$2,548.44</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 15 2013

Request # 1

Date: April 4, 2013
To: Donald L. Mims, Administrator
From: George M. Noblin, Board of Registrars
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: May 2, 2013 Return Date: May 4, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To attend the Spring 2013 meeting of the Alabama Association of Boards of Registrars

Traveler (s) Name: 1. George M. Noblin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$644.00 Advance Registration Required: _____
Department Name: Board of Registrars Fund Name: General Fund 001-51920
Additional Comments: Mileage, Lodging & Meals

To: George M. Noblin, Board of Registrars
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$644.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51920.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,500.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$1,500.00</u>	
Current Requests:	<u>\$644.00</u>	
Budget Balance:	<u>\$856.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

APR 15 2013

Date: March 29, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, Ga.
Departure Date: April 16, 2013 Return Date: April 16, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Juvenile Detention Alternatives Initiative Inter-site Conference

Traveler (s) Name: 1. Beverly Riddle Wise 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,487.00</u>	
Budget Available:	<u>\$3,513.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$3,363.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/1/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 28

Agenda

APR 15 2013

Date: April 1, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: May 9, 2013 Return Date: May 9, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Alabama District Attorneys Assoc Support Staff Training

Traveler (s) Name: 1. Peggy Thompson 4. LaShonda Palmer
2. Marilee Stephens 5. Deborah T. Rayborn
3. Lynn McLeod 6. Brenda Turner

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

Total (est.) Cost: \$82.00 Advance Registration Required: \$0.00
Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$82.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$8,786.50</u>
Budget Available:	<u>\$36,213.50</u>
Current Requests:	<u>\$82.00</u>
Budget Balance:	<u>\$36,131.50</u>

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas
Date: 4/4/2013
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 29

Agenda

APR 15 2013

Date: April 2, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: April 19, 2013 Return Date: April 19, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Jury Instructional Meeting

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Ms Brooks would like the option of using either vehicle

To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 04/15/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$8,786.50</u>	
Budget Available:	<u>\$36,213.50</u>	
Current Requests:	<u>\$207.00</u>	
Budget Balance:	<u>\$36,006.50</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/4/2013

cc: Finance Director / Buyer