

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

NOVEMBER 4, 2013

AGENDA

INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Risk Manager Scott Kramer
Chief Probate Clerk William Flowers
Community Development Director Sara Byard with Central Alabama Regional Planning
and Development Commission
Personnel Director Barbara Montoya

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 21, 2013

PRESENTATIONS:

Presentation by Poarch Band of Creek Indians

Presentation by Risk Manager Scott Kramer Regarding United Way Campaign

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 29, 2013, County Commission
2. Consider Resolution Authorizing the County's Christmas Holiday Observance on Tuesday, December 24, 2013, County Commission
3. Consider Professional Services Contracts for the 2013-2014 E.V.E.N. Program Providers, Community Corrections
4. Consider Renewal of Professional Services Contract with Melva Turner d/b/a Positive Changes, LLC, regarding Substance Abuse Assessment Services for Drug Court Applicants, Community Corrections
5. Consider Agreement with JMR&H Architecture, PC, Regarding Alterations to the Third Floor of Annex III, Subject to Review by County Attorney, County Commission
6. Consider Maintenance Agreement by Resolution with the Alabama Department of Transportation in which Montgomery County Agrees to Assume Maintenance of Old US 331 and a Relocated Portion of Smiley Ferry Road in Ada, and ALDOT Agrees to Perform Maintenance on the Traffic Control Signal at the Pike/Vaughn Road Intersection, Engineering Department
7. Consider Renewal of Agreement with PRA Government Services, LLC d/b/a Revenue Discovery Systems (RDS) to Provide External Audit Services, Tax and Audit Department
8. Consider Revisions to Montgomery County Management Procedures Manual, Chapters 1 through 6, County Commission
9. Consider Payment of 2014 Membership Dues to the National Association of Counties (NACo), County Commission
10. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

11. Consider Final Payment to CannDauSon Construction, Inc., Regarding Exterior Weatherization for Annex I, County Commission
12. Consider Budget Change Request Number 5, County Commission Appropriations
13. Consider Position Fill Request for Deputy Administrator, Position Number 200164010
14. Consider Travel/Training Requests (3)

OLD BUSINESS:

15. Consider Authorization of an Increased Annual Cap for the Tourism Development Appropriation to the Montgomery Area Chamber of Commerce, County Commission

Reports from Staff:

County Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Revenue Commissioner Janet Buskey and Chief Appraiser Clay Henley
Research Coordinator Joe Adams with Public Affairs Research Council of Alabama

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

NOVEMBER 4, 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.

NOVEMBER 11, 2013

County Holiday (Veteran's Day)

NOVEMBER 18, 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.

NOVEMBER 28, 2013

County Holiday (Thanksgiving Day)

DECEMBER 2, 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.

DECEMBER 16, 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.

DECEMBER 25, 2013

County Holiday (Christmas Day)

PERSONNEL ACTIONS

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 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Painter II – 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 16 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 District Maintenance Superintendent – Engineering Department
Fill action continues for 1 County Road Equipment Operator I – 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 Clerks – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 8 Customer Service Clerks (Part-Time) – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 2 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 2 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

November 4, 2013

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-18-13

Check Number	To	Check Number
238932		238975
Total Checks Paid		\$276,649.46

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-18-13

Check Number	To	Check Number
238977		239074
Total Checks Paid		\$339,584.07

CHECK #	PAYEE	AMOUNT	DATE
238976	Leadership Montgomery	\$1,125.00	10/17/13

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-25-13

Check Number	To	Check Number
239077		239138
Total Checks Paid		\$799,918.56

CHECK #	PAYEE	AMOUNT	DATE
239075	Williams, James	\$ 1,419.38	10/18/13
239076	US Postal Service	\$50,000.00	10/18/13

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-25-13

Check Number	To	Check Number
239140		239254
Total Checks Paid		\$781,155.88

CHECK #	PAYEE	AMOUNT	DATE
239139	Maggie Jackson Stringer	\$ 125.00	10/10/13

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-31-13

Check Number	To	Check Number
239255		239312
Total Checks Paid		\$407,614.38

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-31-13

Check Number	To	Check Number
239313		239385
Total Checks Paid		\$290,239.93

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
11/01/13**

Payroll Check Number	117894	To	Payroll Check Number	117996	\$ 74,956.31
Direct Deposits					\$ 790,326.26
Payroll Check Number	117997	To	Payroll Check Number	118025	\$ 248,111.43
Direct Deposits					\$ 337,556.83
Federal Deposits					\$ 317,253.80
Total Payroll Paid					\$ 1,768,204.63

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

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

NOV - 4 2013

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Thanksgiving Holiday 2013

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Friday, November 29, 2013, in observance of Thanksgiving.

I am requesting approval of this item.

DLM/tn

Attachment

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 29, 2013, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 29, 2013.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 4th day of November, 2013.

ATTEST:

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

Donald L. Mims, Administrator

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

NOV - 4 2013

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Christmas Holiday 2013

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Tuesday, December 24, 2013, contingent on the Governor authorizing the closing of state offices in observance of Christmas.

I am requesting approval of this item.

DLM/tn

Attachment

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Tuesday, December 24, 2013, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Tuesday, December 24, 2013, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 4th day of November, 2013.

ATTEST:

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

Donald L. Mims, Administrator

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

NOV - 4 2013

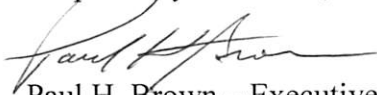
DATE: October 29, 2012
TO: Donnie Mims – County Administrator
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections
SUBJECT: Commission Agenda Item - Consider Reissuing Annual Professional Services Contracts for E.V.E.N. Providers

Mr. Mims:

On Monday, October 21, 2013. I briefed the Commission on proposed new contracts for Professional Services for each of the six incumbent E.V.E.N. Program facilitators. The present E.V.E.N. providers for which contract renewals are being requested are: Beryl Sabb, Curtis Gage, Clifton Lovejoy, Mary Reeves, Derrick Sanders and Joan Williams, Ph.D. The proposed contracts are for one year commencing the beginning of the 2013-2014 fiscal year and are exactly the same in every respect to the contracts which have been previously vetted and approved by the County Attorney. There are no recommended increases in the hourly compensation amounts to be paid to these contract providers. The cost to fund these providers is included in the Community Corrections annual budget (Contract Services line item) and the fees charged to the E.V.E.N. clients are deposited into the general fund to offset this expense.

The MCCPCA Board met on October 8, 2013 and unanimously approved the renewal of each of the E.V.E.N. provider's professional services contracts for the present fiscal year. I understand that the Commission approved placing the proposed E.V.E.N. Professional Services Contracts on the upcoming Agenda for consideration. I am therefore requesting that the proposed E.V.E.N. Professional Services Contracts be placed on the next Commission Agenda for consideration and approval.

Respectfully submitted,



Paul H. Brown – Executive Director

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE
PROGRAM GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-
TRIAL RELEASE

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with (also referred to as Provider). to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2014. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2013. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2013.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

NOV - 4 2013

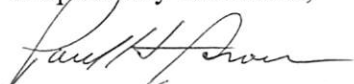
DATE: October 29, 2013
TO: Donnie Mims – County Administrator
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections
SUBJECT: Commission Agenda Item - Consider Reissuing Annual Professional
Services Contracts for Drug Court Assessments

Mr. Mims:

On Monday, October 21, 2013, I briefed the Commission on a proposed renewal of a contract for Professional Services for Drug Court Assessments to be provided by Melva Turner, Ph.D. (dba: Positive Changes, LLC). The proposed contract is for a period of one year commencing the beginning of the 2013-2014 fiscal year and is exactly the same in every respect to the contract which has been previously vetted and approved by the County Attorney. There is no cost to the County Commission or Community Corrections associated with this contract as all fees are paid by the Drug Court applicant. The feedback received from the Court and the Drug Court Coordinator is positive as it pertains to the services provided by Dr. Turner and it should be noted that Dr. Turner has donated many hours of her personal time in support of the Drug Court over the past few years.

The MCCPCA Board met on October 8, 2013 and unanimously approved the renewal of the professional services contract for Dr. Turner for the present fiscal year. I understand that the Commission approved placing the proposed contract renewal on the upcoming Agenda for approval. I am therefore requesting that the proposed Drug Court Assessment Contract renewal be placed on the next Commission Agenda for consideration and approval.

Respectfully submitted,



Paul H. Brown – Executive Director

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE
PROGRAM GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-
TRIAL RELEASE

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission, acting on behalf of the Montgomery County Drug Court and the Drug Court Administrator, The Montgomery County Community Corrections Department (MCCCD), desires to enter into a Professional Services Contract with Melva Turner, Ph.D. (dba: Positive Changes, LLC and also referred to as Provider), to provide substance abuse assessment services. This is a Professional fee for Services Contract, compensated on the basis of a fee for service to be charged directly to the Drug Court Applicant (offender). Other compensation for said services may be available through a contract between the Provider and the Alabama Department of Mental Health, Substance Abuse Services, and the receipt by the provider for such compensation shall be in addition to the fees authorized in this contract. Only services that are scheduled and pre-approved by the Drug Court Coordinator shall be charged or billed to the Drug Court Applicant (offender) under this Professional Services Contract. Modifications to the schedule must be approved by the Drug Court Coordinator and made in writing to be compensated. The amount to be charged to any Drug Court Applicant for the substance abuse assessment service shall not exceed \$75.00 per assessment. Provider shall be permitted to charge a non-refundable reschedule fee, not to exceed \$25.00 per each missed appointment not rescheduled at least by 5:00 pm the day prior to a scheduled assessment. Any additional fees recovered by the Provider from the Alabama Department of Mental Health for individual substance abuse assessments shall be the responsibility of the Provider. The award of this Professional Services Contract shall not be contingent on the Alabama Department of Mental Health, Substance Abuse Services Division's determination to contract with the Provider for reimbursement for substance abuse assessments.

The substance abuse assessment instruments to be administered shall be the current Alabama Department of Mental Health instruments including: the UNCOPE Screening Tool, the SASD Adult Integrated Placement Assessment, each U.R.I.C.A. Scale for alcohol or drug use and the Mini International Neuropsychiatric Interview (M.I.N.I.). The provider is authorized and whenever practicable agrees to administer in addition to the Substance Abuse Assessments (above), the Offender Risk Assessment System Instrument, including the Offender Self Report and the Community Corrections version of the instrument. In addition to reporting the Assessment results to the Drug Court Team, the Provider shall participate, with the Drug Court Team, to make a professional determination as to the appropriate level of treatment or substance abuse education referral to be recommended for each applicant as a result of the assessments rendered.

Location and Hours of Services

Services shall be performed at the office of the Montgomery County Community Corrections Department (MCCCD), 301 Adams Avenue, Montgomery, Alabama. At the MCCCD office location, the MCCCD will provide an office space, desk, chairs, locking file cabinet and access to office equipment necessary to perform individual offender interviews and assessments in

fulfillment of the requisites of this contract.

The ARAS Assessment instruments, scoring sheets, Self Reports and other related ARAS materials will be provided by the MCCCCD. One individual office space shall be allotted without cost to the provider. It shall be the provider's responsibility to provide all other necessary materials, including the selected assessment instrument, P.C. Computer (if required) case folders, office supplies and other materials for the purpose of meeting the requisites of this RFP. Should the ARAS Assessment become automated through the MIDAS database provided by the Alabama Administrative Office of the Courts, the MCCCCD shall provide data terminal access for the purpose of administering the ARAS on-line. The MCCCCD office hours are Monday through Friday, 7:00 am through 5:00 pm. Additional office hours are Tuesdays from 5:00 pm through 8:00 pm and Saturdays from 8:00 am through 11:00 am with the exception of County Holidays and National (Federal) Holiday weekends. Other office access hours may be made available on a case-by-case basis and subject to the advance approval of the Executive Director of the MCCCCD.

To streamline and make the application and assessment process more efficient, the provider shall provide to the Drug Court Coordinator (a minimum of one week in advance) a schedule of times the provider will be available for assessments. The Drug Court Coordinator and the staff of the MCCCCD shall schedule all assessments according to the schedule provided and will make this schedule of appointments available to the provider at the office of the MCCCCD. Staff of the MCCCCD shall assist in the collection of assessment fees whenever practicable through a collection and receipting process that shall be determined by agreement between the provider and the Executive Director of the MCCCCD, however, the ultimate responsibility for collecting applicant assessment fees is with the Provider. The Drug Court, the MCCCCD and the Montgomery County Commission shall not be responsible for enforcement of any payment agreement between the provider and any Drug Court applicant assessed.

Compliance with Confidentiality Laws

The provider has previously prepared and signed a general acknowledgement stating that she understands that certain Federal Laws and Regulations provide for penalties for unauthorized release of certain confidential client/offender information including Federal Regulation 42 CFR (2) and Laws governing certain medical information protected under HIPAA Regulations and she further acknowledges that she will abide by all Federal, State and program regulations regarding the confidentiality of client/offender information and will safeguard sensitive and protected information. This document shall be affixed to and shall become a part of this contract.

Provider not Designated Sole Provider

Provider acknowledges that the Alabama Department of Mental Health has the authority to contract with and designate other providers to perform mental health and substance abuse assessments. Provider shall be the only substance abuse assessment provider afforded exclusive access to MCCCCD Office space for the express purpose of accommodating assessments of Drug Court applicants for the period of this contract. Provider acknowledges that the Alabama Department of Mental Health may, by its authority, designate, contract with

and compensate other local providers to perform like services.

Subject to rules and regulations of the Alabama Department of Mental Health, the Drug Court may accept the assessments and recommendations of other qualified substance abuse assessment providers.

Termination of services

Once executed, either party may terminate this contract for services by providing the other party with 30 days prior written notice of intent to terminate the contract.

General Professional Liability –Indemnity Coverage

The provider shall, for the entire term of the contract, carry professional malpractice liability insurance in the amount of at least one million dollars (\$1,000,000) covering acts and omissions and other torts resulting from the provision of the services noted in the contract as awarded. The vendor shall cause their professional insurance carrier to name the Montgomery County Commission, its agents and appointed MCCPCA Board, the Montgomery County Community Corrections Department and the Montgomery County Drug Court as well as the Montgomery County 15th Judicial Circuit Courts as additional insured's for the services provided in the contract as awarded.

Contract Duration

The duration of this Contractual Agreement is for one (1) year beginning from October 1, 2013 and ending one (1) year thereafter. At the election of the Drug Court Coordinator and the Executive Director of the MCCCCD, the contract may be extended, with the consent of the County Commission, for up to one additional annual period. The Vendor may elect to increase the fees charged for services by no more than 5% for any succeeding year, should the Commission elect to renew the terms of this contract.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2013.

Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

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

NOV - 4 2013

October 31, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with JMR+H Architecture, PC regarding Alterations to Third Floor
Annex Three

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda an Agreement with JMR+H Architecture, PC regarding Alterations to the Third Floor of Annex Three.

I am requesting approval of this item, subject to review by the County Attorney.

DLM/tn

Attachment

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of October in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104
Telephone Number: 334-832-1210
Fax Number: 334-832-2533

and the Architect:
(Name, legal status, address and other information)

JMR+H Architecture, PC
60 Commerce Street
Suite 1520
Montgomery, Alabama 36104
Telephone Number: 334-420-5672
Fax Number: 334-420-5692

for the following Project:
(Name, location and detailed description)

Alterations to Third Floor Annex Three
Montgomery County Courthouse
100 South Lawrence Street
Montgomery, Alabama 36104

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| See Attached Exhibit A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| May 6, 2014

.2 Substantial Completion date:

| February 5, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

The Hartford 21SBATO1640

.2 Automobile Liability

The Hartford 21UECJB6224

.3 Workers' Compensation

AlaComp 271551478

.4 Professional Liability

XL Specialty Insurance Company DPS 9695867

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	AE	
§ 4.1.4 Existing facilities surveys	AE	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	NP	

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§ 4.1.8	Landscape design	NP	
§ 4.1.9	Architectural Interior Design (B252™–2007)	AE	
§ 4.1.10	Value Analysis (B204™–2007)	NP	
§ 4.1.11	Detailed cost estimating	AE	
§ 4.1.12	On-site project representation	NP	
§ 4.1.13	Conformed construction documents	AE	
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™–2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	AE	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.22	Commissioning (B211™–2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™–2007)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Five (25) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based

Init.

on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

Init.

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Percentage of Construction Cost based upon Alabama Building Commission Fee Schedule with 25% Multiplier for Renovation Work. See Attached Schedule.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be Hourly based upon attached Hourly Rate Schedule for additional services. See Attached Hourly Rate – Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Attached Hourly Rate – Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Forty percent (40 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty Five	percent (	45	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attached Hourly Rate – Exhibit B

Employee or Category

Rate

Init.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Owner will only pay for work completed based upon the above referenced schedule in 11.5. If Design is 100% complete and the above conditions prevail, Owner will provide Hold Harmless Agreement to the A/E for use of the documents.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Project Information
Exhibit B – Hourly Rates
Exhibit C – Fee Schedule

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Elton N. Dean Sr.

(Printed name and title)

(Signature)

J. Michael Rutland, President

(Printed name and title)

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User Notes:

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EXHIBIT "A"

Initial Project Information

Project: Alterations to Third Floor Annex Three
Montgomery County Courthouse
101 South Lawrence Street
Montgomery, Alabama 36104

Contractor: TBD

Consultants:

Mechanical	Whorton Engineering P.O. Box 5190 Anniston, Alabama 36205 256-820-9897
Electrical	Mills-Conoly 8218 Old Federal Road Montgomery, Alabama 36117
Structural	Tucker Jones Engineers, Inc. 3300 Cahaba Road, Suite 210 Birmingham, Alabama 35223 205-879-5660

Owner's Estimated Total Budget: Includes Architect & Engineering Fees, Reimbursables, etc. See attached Project Conceptual Cost Estimate. This total excludes Owner furnished, in kind services to include Sitework and Engineering costs.

Construction Budget: \$1,044,418.00

Procurement Method: Design, Bid, Build

Owner's Contact: Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

A/E Fee – See attached Fee Schedule

EXHIBIT "B"

Standard Form of Agreement Between Owner and Architect
(AIA Document B101)

between

Montgomery County Commission

and

JMR+H Architecture, PC

HOURLY RATES

ARCHITECT

Principal	\$180.00
Senior Architect	145.00
Architect	130.00
Interior Designer	60.00
Intern Architect	80.00
Construction Administrator	90.00
CADD System Manager	85.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative Assistant	50.00
Clerical	40.00

STRUCTURAL ENGINEER

Principal	\$150.00
Engineer	120.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

MECHANICAL ENGINEER

Principal	\$150.00
Engineer	120.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

ELECTRICAL ENGINEER

Principal	\$150.00
Engineer	120.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

CIVIL ENGINEER

Principal	\$150.00
Engineer	120.00
Designer	80.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

LANDSCAPE DESIGN

Principal	\$120.00
Landscape Architect	85.00
CADD Technician	60.00
Administrative	40.00

FOOD SERVICE CONSULTANT

Principal	\$120.00
CADD Technician	60.00
Administrative	40.00

SCHEDULE OF BASIC FEE RATE BY COST OF WORK

COST OF WORK			FEE IN PERCENTAGE
Up	to	\$ 100,000	10.0
100,001	to	200,000	9.0
200,001	to	300,000	8.0
300,001	to	400,000	7.9
400,001	to	500,000	7.8
500,001	to	600,000	7.7
600,001	to	700,000	7.6
700,001	to	800,000	7.5
800,001	to	900,000	7.4
900,001	to	1,000,000	7.3
1,000,001	to	1,250,000	7.2
1,250,001	to	1,500,000	7.1
1,500,001	to	1,750,000	7.0
1,750,001	to	2,000,000	6.9
2,000,001	to	2,500,000	6.8
2,500,001	to	3,000,000	6.7
3,000,001	to	3,500,000	6.6
3,500,001	to	4,000,000	6.5
4,000,001	to	5,000,000	6.4
5,000,001	to	6,000,000	6.3
6,000,001	to	8,000,000	6.2
8,000,001	to	10,000,000	6.1
10,000,001	to	12,000,000	6.0
12,000,001	to	14,000,000	5.9
14,000,001	to	16,000,000	5.8
16,000,001	to	18,000,000	5.7
18,000,001	to	20,000,000	5.6
20,000,001	to	22,000,000	5.5
22,000,001	to	24,000,000	5.4
24,000,001	to	27,000,000	5.3
27,000,001	to	30,000,000	5.2
30,000,001	to	33,000,000	5.1
33,000,001	to	36,000,000	5.0
36,000,001	to	39,000,000	4.9
39,000,001	to	42,000,000	4.8
42,000,001	to	46,000,000	4.7
46,000,001	to	50,000,000	4.6
50,000,001	to	and over	4.5

PROGRESS SCHEDULE AND REPORT			CONTRACTOR:										DATE OF REPORT	
PROJECT													PROCEED DATE	
B. C. No.			ARCHITECT: JMR+H Architecture										PROJECTED COMPLETION DATE	
WORK DIVISION	%	AMOUNT												
1. GENERAL REQUIREMENTS		\$64,568.00												
2. SITEWORK		-0-												
3. CONCRETE		\$20,000.00												
4. MASONRY		-0-												
5. METALS		\$46,665.00												
6. WOOD AND PLASTIC		\$82,412.00												
7. THERMAL AND MOISTURE PROTECTION		\$6,912.00												
8. DOORS AND WINDOWS		\$25,500.00												
9. FINISHES		\$218,141.00												
10. SPECIALTIES		\$2,500.00												
11. EQUIPMENT		-0-												
12. FURNISHINGS		-0-												
13. SPECIAL CONSTRUCTION		-0-												
15. MECHANICAL		\$304,920.00												
16. ELECTRICAL		\$142,050.00												
Sub-total		\$913,668.00												
6 % Fee		\$54,820.08												
Total		\$968,488.08												
Alternate #1 (Lift Roof over Courtroom)		\$30,930.00												
Alternate # 2 (Connecting Corridor)		\$45,000.00												
Grand Total		1,044,418.00												

CONCEPTUAL TOTAL PROJECT COSTS
ALTERATIONS TO THIRD FLOOR ANNEX THREE
MONTGOMERY COUNTY COURTHOUSE
MONTGOMERY, ALABAMA

Land Cost	\$0.00
Site Development	\$0.00
<u>Construction</u>	
Base Bid	968,488.00
Alternate No. 1	30,930.00
Alternate No. 2	<u>45,000.00</u>
Total Construction	\$1,044,418.00
Special IBC Testing	\$25,000.00
AE Fee (ABC Fee Schedule/Group III with 25% Fee Increaser for Renovation) (Estimated)	95,000.00
Anticipated A/E Reimbursables (Printing, Etc.)	<u>5,000.00</u>
Total A/E Fee and Reimbursables	\$100,000.00
Furniture, Fixtures and Equipment (Includes Interior Design Fee)	\$100,000.00
Security/Data	\$100,000.00
GRAND TOTAL	\$1,369,418.00
Estimated High Total Cost	\$1,400,000.00
Estimate Low Total Cost	\$1,200,000.00

Alterations to 3rd Floor / Annex 3
Montgomery County Courthouse
Montgomery, Alabama

ID	Task Name	Start	Finish	22, '13	M	T	W	T	F	S	S	M	May 11, '14	Jul 27, '14	Oct 12, '14	Dec 28, '14	Mar
1	Execute A/E Contract	Fri 11/1/13	Fri 11/1/13														
2	Kick - Off Meeting - Final Design Charrette	Mon 11/4/13	Mon 11/4/13														
3	Schematic Design Development	Mon 11/4/13	Mon 11/25/13														
4	Review Schematic Design	Tue 11/26/13	Tue 11/26/13														
5	Preliminary Design Development	Tue 11/26/13	Thu 12/19/13														
6	Preliminary Design Review	Thu 12/19/13	Thu 12/19/13														
7	50% Design Development	Thu 12/19/13	Wed 1/15/14														
8	Review 50% Design	Thu 1/16/14	Thu 1/16/14														
9	65% Design Development	Fri 1/17/14	Wed 2/5/14														
10	65% Design Review	Thu 2/6/14	Thu 2/6/14														
11	95% Design Development	Fri 2/7/14	Wed 3/19/14														
12	95% Review	Thu 3/20/14	Thu 3/20/14														
13	100% Design Development	Fri 3/21/14	Wed 3/26/14														
14	100% Review	Thu 3/27/14	Thu 3/27/14														
15	Integrate 100% Design Review Comments	Fri 3/28/14	Mon 3/31/14														
16	Advertise	Tue 4/1/14	Tue 4/22/14														
17	Receipt of Bids	Thu 4/24/14	Thu 4/24/14														
18	Contract Execution	Thu 4/24/14	Tue 5/6/14														
19	Mobilization	Tue 5/6/14	Mon 5/19/14														
20	Construction Period	Mon 5/19/14	Thu 2/5/15														
21	Occupy	Fri 2/6/15	Thu 3/19/15														

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

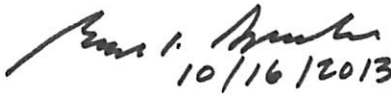
Agenda

NOV - 4 2013

October 16, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 
10/16/2013

SUBJECT: Approval of Maintenance Agreement by Resolution Between the
Alabama Department of Transportation and Montgomery County

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the attached Maintenance Agreement by Resolution as referenced above. As part of the agreement, Montgomery County agrees to assume maintenance of Old US 331 and a relocated portion of Smiley Ferry Road in Ada, as shown in Exhibit "A". In return, ALDOT agrees to perform maintenance on the traffic control signal at the Pike/Vaughn Road intersection, as shown in Exhibit "B", and charge all costs associated with this work to the County's SWA account with ALDOT.

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

GCS/jmk

Attachments

cc: File



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SIXTH DIVISION
OFFICE OF DIVISION ENGINEER
POST OFFICE BOX 8008
MONTGOMERY, ALABAMA 36110
Telephone: (334) 269-2311 FAX: (334) 263-2599



John R. Cooper
Transportation Director

October 16, 2013

Mr. George Speake, P. E.
Montgomery County Engineer
100 South Lawrence Street
Montgomery, Alabama 36104

Dear Sir:

Re: Project No.: STMAAF-0009 (509)
Maintenance Agreement on Old U.S. Highway
331 and Smiley Ferry Road/Vaughn and Pike
Road Intersection Signal
Montgomery County

Attached please find the approved Maintenance Agreement by Resolution between the Alabama Department of Transportation and Montgomery County on the above referenced project. Please have this agreement executed by the County Administrator and Commission Chairman at your earliest convenience.

Please feel free to contact this office if further information or explanation is needed.

Sincerely,

Steven C. Graben, P. E.
Division Engineer

By: W. R. Ashurst 
W. R. Ashurst, P.E.
Division Pre-Construction Engineer

SCG/WRA/th
Attachments
pc: Mr. Mark Waits, District Manager
Correspondence
File

MAINTENANCE AGREEMENT
BY
RESOLUTION

No. _____

This agreement is entered into by the State of Alabama acting by and through the Alabama Department of Transportation (hereinafter at times referred to as State) and the County of Montgomery, Alabama (hereinafter at times referred to as County) acting by and through the County Commission.

WHEREAS, the State does desire to transfer certain street or road maintenance responsibilities to the County as a result of the construction of Project Number STMAAF-0009(509). Additional lanes from 2000 feet South of SR-94 to near LeGrand. The County agrees to accept the maintenance of the hatched areas of old U.S. Highway 331, portions of old State Route 94 and relocated Smiley Ferry Road as attached hereto as Exhibit "A" and made a part hereof. State agrees to do a onetime cleanup mowing from ROW to ROW, clean all ditches and existing drainage structures of said old U.S. Highway 331, portions of old State Route 94 and relocated Smiley Ferry Road prior to County accepting maintenance of said roads.

WHEREAS, the County agrees to charge to Special Work Authorization (SWA) CPMS # 100023586 as part of the agreement with State to maintain the traffic control signal at the intersection of SR-110 (Vaughn Road) and CR-75 (Pike Road) as indicated in Exhibit "B" and made a part hereof.

BE IT RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, and relocated roads, as shown on attached Exhibit "A", that is not designated Federal or State Highways that are within the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road, as hatched on attached Exhibit "A", which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to charge the maintenance work performed by State on the traffic control signal at location indicated on attached Exhibit "B" to SWA CPMS # 100023586.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED AND APPROVED this the ____ day of _____, 20__.

ATTEST

County Administrator

Commission Chairman

I, the undersigned, Administrator of the County of Montgomery, do hereby certify that the above and foregoing is a true and correct copy of a resolution which was duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the _____ day of _____, 20__, which resolution is on file in the office of the County Administrator.

Given under my hand and the official seal of such this the _____ day of _____, 20__.

County Administrator

CERTIFICATION

EXHIBIT M

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

CERTIFICATION

EXHIBIT N

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The decision of the Director of the Alabama Department of Transportation regarding any matter in dispute shall be final and conclusive on all parties.

If the contract term is to exceed more than one (1) fiscal year, then said contract is subject to termination in the event that funds shall not be appropriated for the continued payment of the contract in subsequent fiscal years.

In the event of proration of the fund from which payment under this contract is to be made, contract will be subject to termination.

EXHIBIT "A"

UNION ACADEMY ROAD

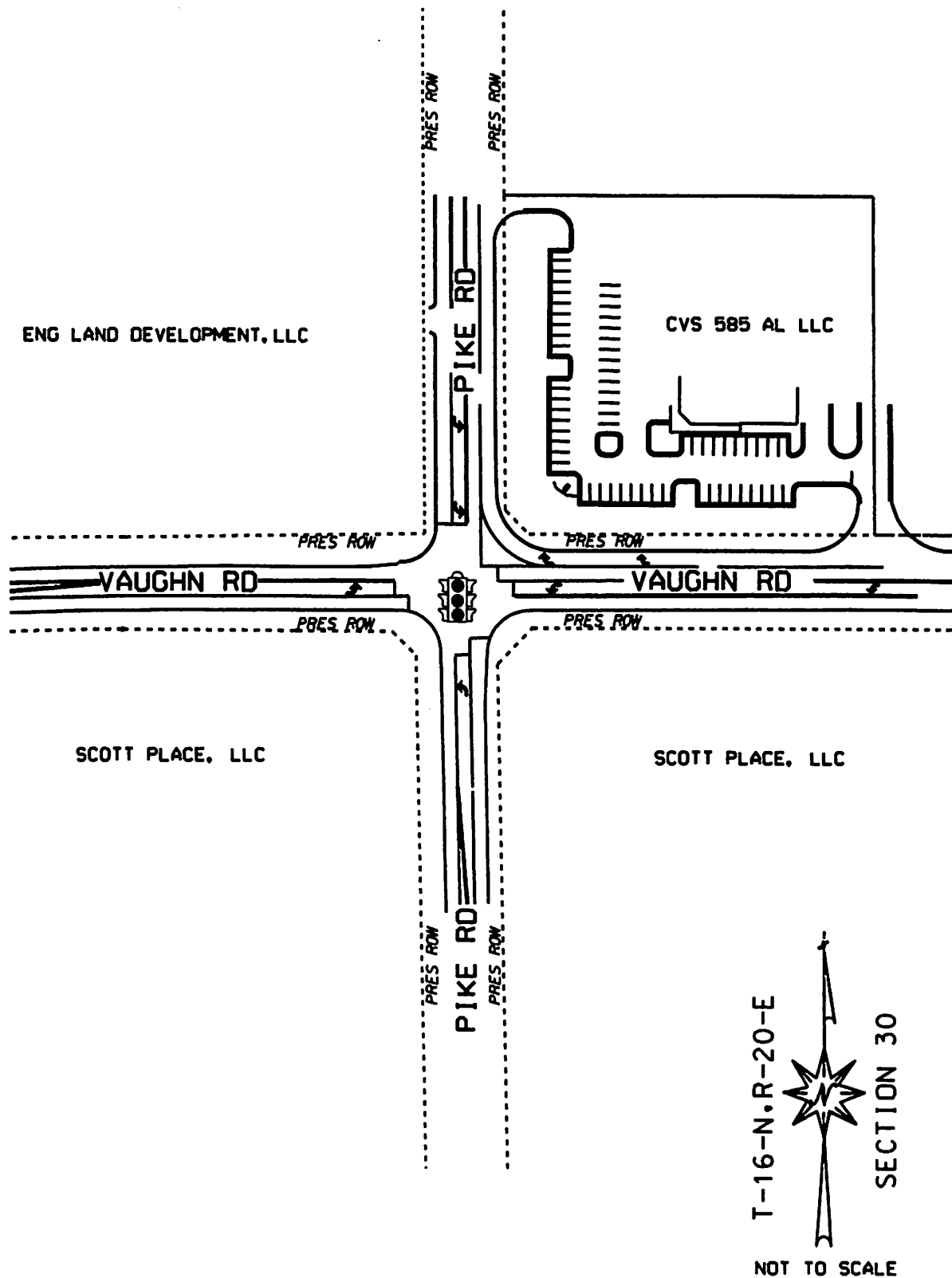
NOT TO SCALE

US 331

SR 94

SMILEY FERRY ROAD

EXHIBIT " B "



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

NOV - 4 2013

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Renewal of External Audit Services Agreement

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda a Renewal of Agreement with PRA Government Services, LLC d/b/a Revenue Discovery Systems (RDS) to provide external audit services.

I am requesting approval of this item.

DLM/tn

Attachment

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

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: October 16, 2013

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
10/16/13

SUBJECT: Renewal of External Audit Services Agreement

This memo is submitted to respectfully request that consideration be given toward approving the proposed renewal of the External Audit Services Agreement between the Montgomery County Commission and PRA Government Services, LLC d/b/a Revenue Discovery Systems ("RDS"). The proposed renewal Agreement is attached for your review and would be effective for a new eighteen (18) month term commencing on November 16, 2013 through May 15, 2015. The existing Agreement is set to expire on November 15, 2013. A copy of the existing Agreement is also attached. Please note that the proposed renewal Agreement attached has already been discussed with and reviewed by Ms. Constance Walker with Haskell Slaughter Young & Gallion, LLC.

As the expiration date for the current agreement is approaching, I would respectfully request that this proposed renewal Agreement be included on the agenda for discussion at the next Montgomery County Commission meeting, or as soon as possible thereafter. Thank you in advance for your consideration and assistance with this matter to ensure this renewal can be considered in a timely manner ahead of the expiration date of the existing agreement.

tah/attachments

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2013
between the Montgomery County Commission ("COUNTY") AND PRA Government Services,
LLC d/b/a Revenue Discovery Systems ("RDS").

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services specifically including auditing services; and

WHEREAS, RDS has met, as of the above date, the requirements under the "The Local Tax Procedures Act of 1998"; and

WHEREAS, the COUNTY and RDS desire to enter into this AGREEMENT under which RDS shall provide such services for the COUNTY as are set forth herein and in accordance with the Code of Alabama "Local Tax Procedures Act of 1998".

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, the COUNTY and RDS hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, RDS agrees to perform audit services for some designated portion of businesses that are currently included in, or subject to be added to, the Montgomery County Tax & Audit Department universe of non-property taxpayers. Such audit services will be assigned and approved by the COUNTY Revenue Manager. That tax universe shall include sales, consumers use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such audit services will be in conformance with the Montgomery County Taxpayers Bill of Rights, and any other applicable laws.

Audit services will include compliance and enforcement activities such as investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax of the COUNTY. Audit services will also include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, and all services related to closing an audit to include involvement in taxpayer appeals, when applicable and if approved by the COUNTY Revenue Manager. RDS shall notify the COUNTY not later than 10 days from receipt of all taxpayer appeals and not later than 10 days after the determination of such appeals.

Out-of-state audits may be assigned to RDS under this AGREEMENT.

All taxpayer information is confidential and shall not be used by RDS outside the scope and performance of this AGREEMENT. A copy of all working papers, reports and supporting schedules produced under this contract shall be provided to the COUNTY and each such document shall be given to the COUNTY Revenue Manager with the completion of each audit/assignment. All such documents may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

The COUNTY will provide generic letters of authorization and introduction of RDS as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer requesting same.

Each party accepts responsibility for its compliance with applicable federal, state and local laws and regulations.

2. Conditions of Work.

It is understood that RDS may employ a broad range of means, methods, and conditions of work, so long as such remain consistent with established and acceptable business practices for professional auditors, and so long as such practices are in compliance with applicable laws. RDS shall devote only such time and effort, as is reasonably appropriate under the circumstances of each audit, to perform the services enumerated in paragraph One (1) above, and shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RDS at the maximum rate of \$70.00 per hour. There shall be no contingent fees. RDS personnel who have attained status as a Certified Public Accountant (CPA) or Certified Revenue Examiner (CRE) shall be paid at \$70.00 per hour.

(b) It is understood that RDS shall pay all local travel and other expenses incurred in the performance of all audits performed by RDS or anyone in its employment. It is further understood that RDS shall be paid a per diem rate and mileage rate as and when allowed under Ala. Code §40-2A-6(d) and Section V of the Montgomery County Taxpayers Bill of Rights. Further,

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event shall the overlapping audits combined require payment for more than 100% for any one RDS representative.

(c) All revenue generated by audits shall be received by RDS in the form of a check from each applicable taxpayer, each being payable to the MONTGOMERY COUNTY COMMISSION which shall be forwarded, along with appropriate and applicable correspondence and supporting working papers, as directed by the COUNTY Revenue Manager, to the COUNTY not later than 10 days after RDS receipt.

(d) RDS shall submit invoices to the COUNTY. Billing Invoices for audit services shall include a breakout of applicable RDS staff (employees and subcontractors, as applicable) and a description of work performed, and amount of time worked on each of the billed audit assignments. RDS shall also supply supporting or explanatory documentation/information at the request of the COUNTY. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

(e) RDS shall not begin work on an audit project until it has received authorization to do so from the COUNTY.

4. RDS Audit.

Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC report and will be made available upon request. The COUNTY hereby requests a copy of each such SOC report when available.

5. Term of AGREEMENT.

The term of this AGREEMENT shall commence on NOVEMBER 16, 2013 and shall continue in effect THROUGH MAY 15, 2015, or until canceled by either the COUNTY or RDS upon sixty (60) days prior written notice of cancellation.

6. Assignment.

RDS may not assign its rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. However, RDS shall have the right to hire qualified assistants as subcontractors or to use employees to provide the Services required by this AGREEMENT. Each assistant must be identified in advance by name/credential to the COUNTY as such for each audit performed. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors or assigns.

RDS, in rendering performance under this AGREEMENT shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be an employer-employee relationship, a joint venture, or a partnership. RDS shall be solely responsible for its actions or omissions in performing the duties under this AGREEMENT, and shall hold COUNTY harmless from any and all claims for negligence or other wrongdoing, including attorneys fees and costs, and any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

7. Binding Effect.

This AGREEMENT shall be binding upon the parties, and their respective successors and assigns.

8. Governing Law.

This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

9. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RDS and the COUNTY, 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation, before a mediator agreed upon by the parties. 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.

10. Final Dispute Resolution

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the COUNTY and RDS.

11. Entire AGREEMENT

This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

If any one or more provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

PRA Government Services, LLC

By: _____

Elton N. Dean, Sr, Chairman

By: _____

Kennon Walthall , President

Date: _____

Date: _____

Terri Henderson

From: Walker, Constance C. [ccw@hsy.com]
Sent: Wednesday, October 09, 2013 11:47 PM
To: Terri Henderson
Subject: RDS Extrenal Audit Services Agreement - renewal

Terri - I have reviewed this agreement and it looks fine to me.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential information that is legally privileged. Do not read this e-mail if you are not the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any information contained in or attached to this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify us by replying to the sender or calling the sender at (205) 251-1000 and destroy the original email and its attachments without reading or saving it. Thank you.

TAX ADVICE DISCLOSURE: Unless expressly stated otherwise above, (i) nothing contained in or attached to this e-mail was intended or written to be used, and nothing in it may be used or relied upon, by you or any other taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code, (ii) nothing contained in or attached to this e-mail may be used by any person to support the promotion or marketing of, or to recommend, any transaction or matter addressed in this e-mail, and (iii) if this email or any attachment expressly states that it was written to support the promotion or marketing of any transaction or matter, any taxpayer reading this e-mail should seek advice based on such taxpayer's particular circumstances from an independent tax advisor with respect to such transaction or matter.

Terri Henderson

From: Terri Henderson
Sent: Monday, September 23, 2013 4:08 PM
To: 'Walker, Constance C.'
Subject: Draft of Proposed Renewal of RDS External Audit Services Agreement
Attachments: DRAFT - RDS Proposed Contract Renewal 2013-2015.doc

Connie,

Please review attachment and discuss with Mr. Gallion as needed to see if the proposed renewal agreement for the External Audit Services Agreement between MCC and RDS is okay as drafted or if any changes are recommended before I submit this to Administration and the MCC for further consideration. Please note this draft is essentially the same as we worked up back in May 2012 except the term dates have been updated for a new 18-month term. If possible, I would like to get this turned in to John Mitchell ASAP before he leaves out so we can get this moving forward in hopes it will not get slowed down in transition.

Thanks,

Terri A. Henderson, CRE, Revenue Manager
Montgomery County Commission
Tax & Audit Department
P.O. Box 4779
Montgomery, AL 36103-4779
Phone: 334-832-1698
FAX: 334-832-1223

*******CONFIDENTIALITY NOTICE*******

This communication is intended for the sole use of the individual or entity addressed above, and may contain information that is legally privileged and confidential. If the reader of this communication is not the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited and any disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy all versions-electronic, paper, or otherwise-of this communication. Thank you.

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this 16th day of May 2012
between the Montgomery County Commission ("COUNTY") AND PRA Government Services,
LLC d/b/a Revenue Discovery Systems ("RDS").

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services specifically including auditing services; and

WHEREAS, RDS has met, as of the above date, the requirements under the "The Local Tax Procedures Act of 1998"; and

WHEREAS, the COUNTY and RDS desire to enter into this AGREEMENT under which RDS shall provide such services for the COUNTY as are set forth herein and in accordance with the Code of Alabama "Local Tax Procedures Act of 1998".

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, the COUNTY and RDS hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, RDS agrees to perform audit services for some designated portion of businesses that are currently included in, or subject to be added to, the Montgomery County Tax & Audit Department universe of non-property taxpayers. Such audit services will be assigned and approved by the COUNTY Revenue Manager. That tax universe shall include sales, consumers use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such audit services will be in conformance with the Montgomery County Taxpayers Bill of Rights, and any other applicable laws.

Audit services will include compliance and enforcement activities such as investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax of the COUNTY. Audit services will also include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, and all services related to closing an audit to include involvement in taxpayer appeals, when applicable and if approved by the COUNTY Revenue Manager. RDS shall notify the COUNTY not later than 10 days from receipt of all taxpayer appeals and not later than 10 days after the determination of such appeals.

Out-of-state audits may be assigned to RDS under this AGREEMENT.

All taxpayer information is confidential and shall not be used by RDS outside the scope and performance of this AGREEMENT. A copy of all working papers, reports and supporting schedules produced under this contract shall be provided to the COUNTY and each such document shall be given to the COUNTY Revenue Manager with the completion of each audit/assignment. All such documents may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

The COUNTY will provide generic letters of authorization and introduction of RDS as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer requesting same.

Each party accepts responsibility for its compliance with applicable federal, state and local laws and regulations.

2. Conditions of Work.

It is understood that RDS may employ a broad range of means, methods, and conditions of work, so long as such remain consistent with established and acceptable business practices for professional auditors, and so long as such practices are in compliance with applicable laws. RDS shall devote only such time and effort, as is reasonably appropriate under the circumstances of each audit, to perform the services enumerated in paragraph One (1) above, and shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RDS at the maximum rate of \$70.00 per hour. There shall be no contingent fees. RDS personnel who have attained status as a Certified Public Accountant (CPA) or Certified Revenue Examiner (CRE) shall be paid at \$70.00 per hour.

(b) It is understood that RDS shall pay all local travel and other expenses incurred in the performance of all audits performed by RDS or anyone in its employment. It is further understood that RDS shall be paid a per diem rate and mileage rate as and when allowed under Ala. Code §40-2A-6(d) and Section V of the Montgomery County Taxpayers Bill of Rights. Further,

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event shall the overlapping audits combined require payment for more than 100% for any one RDS representative.

(c) All revenue generated by audits shall be received by RDS in the form of a check from each applicable taxpayer, each being payable to the MONTGOMERY COUNTY COMMISSION which shall be forwarded, along with appropriate and applicable correspondence and supporting working papers, as directed by the COUNTY Revenue Manager, to the COUNTY not later than 10 days after RDS receipt.

(d) RDS shall submit invoices to the COUNTY. Billing Invoices for audit services shall include a breakout of applicable RDS staff (employees and subcontractors, as applicable) and a description of work performed, and amount of time worked on each of the billed audit assignments. RDS shall also supply supporting or explanatory documentation/information at the request of the COUNTY. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

(e) RDS shall not begin work on an audit project until it has received authorization to do so from the COUNTY.

4. RDS Audit.

Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC report and will be made available upon request. The COUNTY hereby requests a copy of each such SOC report when available.

5. Term of AGREEMENT.

The term of this AGREEMENT shall commence on MAY 16, 2012 and shall continue in effect THROUGH NOVEMBER 15, 2013, or until canceled by either the COUNTY or RDS upon sixty (60) days prior written notice of cancellation.

6. Assignment.

RDS may not assign its rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. However, RDS shall have the right to hire qualified assistants as subcontractors or to use employees to provide the Services required by this AGREEMENT. Each assistant must be identified in advance by name/credential to the COUNTY as such for each audit performed. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors or assigns.

RDS, in rendering performance under this AGREEMENT shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be an employer-employee relationship, a joint venture, or a partnership. RDS shall be solely responsible for its actions or omissions in performing the duties under this AGREEMENT, and shall hold COUNTY harmless from any and all claims for negligence or other wrongdoing, including attorneys fees and costs, and any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

7. Binding Effect.

This AGREEMENT shall be binding upon the parties, and their respective successors and assigns.

8. Governing Law.

This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

9. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RDS and the COUNTY, 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation, before a mediator agreed upon by the parties. 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.

10. Final Dispute Resolution

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the COUNTY and RDS.

11. Entire AGREEMENT

This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

If any one or more provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

PRA Government Services, LLC

By: Elton N. Dean, Sr.
Elton N. Dean, Sr, Chairman

By: Kennon Walthall
Kennon Walthall, President

Date: _____

Date: 5/31/12

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

NOV - 4 2013

October 30, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Management Procedures Manual

On September 16, 2013, I presented an updated version of Chapters 1 – 6 of the Management Procedures Manual. Specifically, these chapters include the following subjects:

1. Administration
2. Office of County Commission
3. Finance
4. Budget
5. Information Systems
6. Support Services

A continued discussion was recommended at the October 21, 2013 Commission meeting. It is my intent for the Commission to consider approval of these revisions on the next agenda.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

NOV - 4 2013

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of 2014 Membership Dues to the National Association of Counties
(NACo)

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place the 2014 Membership Dues to the National Association of Counties (NACo) on the next agenda. These dues decreased 3% from last year.

I am requesting approval of this item.

DLM/tn

Attachment

Date: 10/01/2013

Invoice #: 93721

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with
questions about this charge at
(202)942.4291 / Fax: (866)467.1825

INVOICE

DATE	DESCRIPTION	AMOUNT
	Montgomery County County Membership Dues 01/02/2014 - 12/31/2014 NACo membership is a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources. NACo provides members with essential cost-saving tools such as the NACo Prescription Discount Card Program, US Communities, the NACo Dental Discount Program, the Deferred Compensation Program and more! These programs bring real dollars back to your county and your residents through your membership. In addition, NACo offers tons of free information, education, publications and training through webinars which allow a county employee to attend a session without leaving their office, at NO COST to members. NACo also provides County News, Washington Watch, Conferences, the Grants Resource Center, Research, and so much more! To top it all off, NACo fights for your interests in Washington, DC, the only national voice for America's counties, NACo's expert team works to stop unfunded mandates and onerous regulations while defending essential programs. For additional information, please contact Alex Koroknay-Palicz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalicz@naco.org.	\$4,587
TOTAL		\$4,587

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 1101

Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Date: 10/01/2013

Invoice #: 93721

Amount: \$4,587

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

We encourage you to submit payments
electronically by ACH credit to:
Bank Routing # (ABA) – 021052053
Account # 93404817



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

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Agenda

NOV - 4 2013

November 4, 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) and to sign the contracts:

- ** NC-2014-37: Rescind Appropriation to Montgomery County Sheriff's Office, for Overtime - \$1,500; (Ingram)
- C-2014-25: Manhood Inc., for Equipment for the Montgomery Falcons Pee Wee Football Team - \$1,000; (Harris)
- C-2014-26: Royal Ambassadors Med Inc., for Youth-n-Action Programs - \$500; (Harris)
- C-2014-27: Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc., for Guide Right Programs for Elementary, Middle, and Senior High School Students - \$3,000; (Harris)
- C-2014-28: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - \$1,500; (Polizos)
- C-2014-29: Cancer Wellness Foundation of Central Alabama, for Social Services Program to Provide Transportation - \$500; (Polizos-\$500)
- C-2014-30: Central Alabama Aging Consortium, for Operating Senior Centers in Mt. Meigs, Antioch, Dublin, Snowdown, and True Devine - \$1,500; (Polizos)

MEMORANDUM
Montgomery County Commission
November 4, 2013
Page 2

- C-2014-31: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged School Children and Twenty Montgomery Area Outreach Organizations to the Production of "Celebration of the Season", Also to Fund a Teacher Workbook Preparing Each Student for the Performances - \$2,500; (Polizos)
- NC-2014-39: City of Montgomery, to be used by BONDS to Support the Rosewood Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Williams)
- NC-2014-40: City of Montgomery, to be used by BONDS to Support the Neighbors Helping Neighbors Community Watch Association, for the "National "Night Out" Event - \$200; (Williams)
- NC-2014-41: BOE, Brewbaker Technology Magnet High School, for Athletics Program - \$500; (Williams)
- NC-2014-42: BOE, Lanier High School, for Athletics Program - \$500; (Williams)
- NC-2014-43: BOE, Brewbaker Technology Magnet High School, for Principal's Discretionary Fund, for Robotic Program - \$1,000; (Ingram-\$500 and Polizos-\$500)

****Rescind**

DLM/tll

Agenda

NOV - 4 2013

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager *PS*

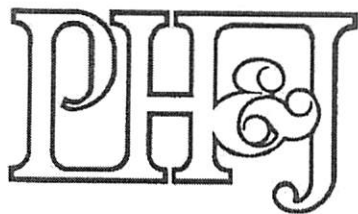
DATE: October 17, 2013

SUBJECT: PH&J Project #0818-GVG – Exterior Weatherization for Annex I

Request approval of final payment in the amount of \$23,479.65, to CannDauSon Construction, Inc., on the above referenced project, be placed on a future County Commission agenda.

Coordination of final payment made with Mr. Patrick T. Addison, AIA of PH&J Architects, Inc.

Attachment



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
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Monday, October 14, 2013

Mr. Donald Mims, Administrator
Montgomery County Commission, Montgomery, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Exterior Weatherization for the Montgomery County Courthouse Annex 1 – Phase 2
(Window Wall) for the Montgomery County Commission - Montgomery, Alabama
PH&J #0818-GVG

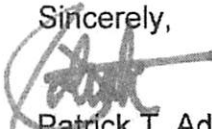
Mr. Mims:

CannDauSon Construction has completed their contractual work for the above-mentioned project and it is my recommendation that their final pay application request be paid in full.

All punch list items are complete and close-out document turned over.

If you have any questions, please call.

Sincerely,



Patrick T. Addison, AIA

Cc: Griff Harris, Patricia Silas, Brian Klinkhammer, File



architects inc.

FORMERLY PEARSON, HUMPHRIES, JONES AND ASSOCIATES, INC. ARCHITECTS
P.O. BOX 215 MONTGOMERY, ALABAMA 36101 TELEPHONE (334) 265-8781

**CONTRACTOR'S
SUMMARY**

SUMMARY OF OWNER-CONTRACTOR ACCOUNT

To: Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667
Attn: Mr. John Mitchell

PH&J Project: Exterior Weatherization for Montgomery Co.
Courthouse-Annex I-Phase II-(Window Wall)
Project: 0818-GVG

Contractor: CannDauSon Construction, Inc.

We have reviewed the Contractor's Application for Payment (Copy Attached) and have summarized below for your convenience this and previous applications, and the status of this account.

Record of Contract Adjustments

Date	Document	Subject	Add/Deduct Amount	Current Adjusted Contract Sum
11/19/12	Original Contract			469,593.00
07/09/13	Change Order #1	Replace broken glass, materials, sales tax credit	(27,988.27)	441,604.73

Tabulation of Certified Payments

Pay Contractor > CannDauSon Construction, Inc. 23,479.65

Date	Certificate Number	Current Contract Sum	Amount of Attached Certificate	Previously Certified	Total Certified to Date	Balance not yet Certified
02/07/13	1	469,593.00	7,453.70	-	7,453.70	
		Materials	-	-	-	
		Sales Tax	-	-	-	462,139.30
03/07/13	2	469,593.00	17,173.15	7,453.70	24,626.85	
		Materials	-	-	-	
		Sales Tax	-	-	-	444,966.15
04/17/13	3	469,593.00	105,222.53	24,626.85	129,849.38	
		Materials	17,402.06	-	17,402.06	
		Sales Tax	1,740.20	-	1,740.20	320,601.36
05/02/13	4	469,593.00	34,522.18	129,849.38	214,371.56	
		Materials	15,378.08	17,402.06	32,780.14	
		Sales Tax	1,537.81	1,740.20	3,278.01	219,163.29
06/09/13	5	469,593.00	36,218.29	214,371.56	350,589.85	
		Materials	6,418.80	32,780.14	39,198.94	
		Sales Tax	641.88	3,278.01	3,919.89	75,884.32
06/25/13	6	469,593.00	50,088.99	350,589.85	400,678.84	
		Materials	2,105.16	39,198.94	41,304.10	
		Sales Tax	210.52	3,919.89	4,130.41	23,479.65
09/25/13	7	441,604.73	17,446.24	400,678.84	418,125.08	23,479.65
10/14/13	8-Final	441,604.73	23,479.65	418,125.08	441,604.73	-

PH&J architects, inc.

Distribution: 3 copies to owner

By:

Chevette Culver

CONTRACTOR'S REQUEST FOR PARTIAL PAYMENT

Project Name: Exterior Weatherization for Montgomery County Courthouse Annex 1
Phase II (Window Wall)
 Project No: PHJA 0818GVG

Invoice Number: 8
 RETAINAGE
 Date: 9/10/2013

OWNER

Montgomery Co. Commission
 PO Box 1667
 Montgomery, AL 36102-1667

CONTRACTOR AND REMITTANCE ADDRESS

CannDauSon Cons., Inc.
 PO Box 680423
 Prattville, AL 36068

COMPLETE

	TOTAL CONTRACT	APPROX. % COMPLETE	AMOUNT COMPLETE
1. TOTAL ORIGINAL CONTRACT	\$ 469,593.00	100.00%	\$ 469,593.00
2. CHANGE ORDER No (s) <u>1</u> TOTAL	\$ (27,988.27)	0.00%	\$ (27,988.27)
3. TOTAL ADJUSTED CONTRACT (Lines 1 + 2)	\$ 441,604.73	100.00%	\$ 441,604.73
4. STORED MATERIALS - MUST ATTACH INVENTORY OF STORED MATERIALS LIST			\$ -
5. TOTAL AMOUNT COMPLETE PLUS STORED MATERIALS (Lines 3 + 4)			\$ 441,604.73
6. LESS RETAINAGE: 5%			\$ -
7. SUBTOTAL #1 (Line 5 Minus Line 6)			\$ 441,604.73
8. ONE-HALF CASH DISCOUNTS TAKEN	\$ -		
9. SALES AND USE TAX SAVINGS (10%)			
10. NET MAT. INVOICES PAID (<u>1</u> through <u>5</u>) Transmittals Taken Out at CO #1			
11. TAX AGREEMENT TOTAL (Lines 8 + 9 + 10 only)			\$ -
12. SUBTOTAL #2 (Line 7 Minus Line 11)			\$ 441,604.73
13. LESS TOTAL OF PREVIOUS PARTIAL PAYMENTS			\$ 418,125.08
14. BALANCE DUE CONTRACTOR THIS ESTIMATE (Line 12 Minus Line 13)		RETAINAGE	\$ 23,479.65

OUTSIDE ARCHITECT APPROVAL (If applicable)

PH&J Architects, Inc.
 BY: B. J. H. DATE: 10-10-13

OWNER APPROVALS:

BY _____ DATE: _____

BY _____ DATE: _____

BY _____ DATE: _____

CONTRACTOR CHECKED AND APPROVED

I CERTIFY THAT THE ABOVE ACCOUNT IS CORRECT AND JUST, THAT THERE ARE NO PENDING MATERIAL INVOICES ASSOCIATED WITH THE PERCENTAGES BILLED ON THIS PAY APPLICATION, THAT IT IS REPRESENTATIVE OF THE AMOUNTS BILLED TO ME BY MY SUBCONTRACTORS, AND THAT PAYMENT FOR THIS WORK HAS NOT BEEN RECEIVED.

BY W. P. Iselt DATE: 9/13/13
 TITLE: V. President

SCHEDULE OF VALUES

Project Name: Exterior Weatherization for Montgomery Co. Courthouse Annex 1 Phase II			CONTRACTOR: CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068		DATE OF REPORT 9/13/13	
Window Wall - Montgomery, AL			ARCHITECT: PH&J Architects, Inc. 807 S. McDonough St. Montgomery, AL 36101		PROCEED DATE 1/7/13	
PROJ#: PHJA 0818GVG			COMPLETION DATE 7/6/2013			

A ITEM NO.	B DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED TO DATE	G TOTAL COMPLETED AND STORED TO DATE	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
						PREVIOUS APPLICATIONS							
	General Requirements												
1a	Supervision	1	ea		\$37,571.00	\$37,571.00				\$37,571.00	100%		\$1,879
1b	Mobilization	1	ea		\$4,399.00	\$4,399.00				\$4,399.00	100%		\$220
1c	Bond, Insurance, Ad of Completion & Project Sign	1	ea		\$8,018.00	\$8,018.00				\$8,018.00	100%		\$401
1d	Fuel	1	ea		\$2,760.00	\$2,760.00							
1e	Temporary Facilities & Clean Up	1	ea		\$6,569.00	\$6,569.00				\$2,760.00	100%		\$138
1f	Administration	1	ea		\$3,519.00	\$3,519.00				\$6,569.00	100%		\$328
	Concrete									\$3,519.00	100%		\$176
3a	Patch Rail Posts	1	ea		\$575.00	\$575.00							
	Building Protection									\$575.00	100%		\$29
7a	Waterproofer's Mobilization	1	ea		\$16,100.00	\$16,100.00							
7b	Cleaning									\$16,100.00	100%		\$805
	Materials	1	ea		\$2,057.00	\$2,057.00							
	Labor	1	ea		\$14,810.00	\$14,810.00				\$2,057.00	100%		\$103
7c	Water Repellent									\$14,810.00	100%		\$741
	Materials	1	ea		\$1,655.50	\$1,655.50							
	Labor	1	ea		\$9,845.50	\$9,845.50				\$1,655.50	100%		\$83
7d	Caulking & Wet Glazing									\$9,845.50	100%		\$492
	Materials	1	ea		\$12,667.51	\$12,667.51							
	Labor	1	ea		\$137,790.49	\$137,790.49				\$12,667.51	100%		\$633
7e	Slispan									\$137,790.49	100%		\$6,890
	Materials	1	ea		\$1,897.50	\$1,897.50							
	Labor	1	ea		\$38,353.50	\$38,353.50				\$1,897.50	100%		\$95
7f	Membrane Roofing									\$38,353.50	100%		\$1,918
	Materials	1	ea		\$16,406.70	\$16,406.70							
	Labor	1	ea		\$73,261.30	\$73,261.30				\$16,406.70	100%		\$820
7g	Metal Wall Panels & Soffit									\$73,261.30	100%		\$3,663

11-5

Project Name: Exterior Weatherization for Montgomery Co. Courthouse Annex 1 Phase II Window Wall - Montgomery, AL PROJ#: PHJA 0818GVG	CONTRACTOR: CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068	DATE OF REPORT 9/10/13
	ARCHITECT: PH&J Architects, Inc. 807 S. McDonough St. Montgomery, AL 36101	PROCEED DATE 1/7/13
		PROJECTED COMPLETION DATE 7/6/2013

A ITEM NO.	B DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED TO DATE	G TOTAL COMPLETED AND STORED TO DATE	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
						PREVIOUS APPLICATIONS							
	Materials	1	ea		\$6,130.21	\$6,130.21				\$6,130.21	100%		\$307
	Labor				\$1,942.79	\$1,942.79				\$1,942.79	100%		\$97
	Doors & Windows												
8a	Screw Windows Closed	1	ea		\$11,500.00	\$11,500.00				\$11,500.00	100%		\$575
8b	Glass Repair	1	ea		\$8,510.00	\$8,510.00				\$8,510.00	100%		\$426
	Finishes												
9a	Exterior Coating												
	Materials	1	ea		\$4,620.09	\$4,620.09				\$4,620.09	100%		\$231
	Labor	1	ea		\$41,379.91	\$41,379.91				\$41,379.91	100%		\$2,069
9b	Metal Studs & Sheetrock	1	ea		\$886.00	\$886.00				\$886.00	100%		\$44
9c	Interior Painting	1	ea		\$575.00	\$575.00				\$575.00	100%		\$29
9d	Plaster	1	ea		\$1,725.00	\$1,725.00				\$1,725.00	100%		\$86
	Mechanical												
15a	HVAC	1	ea		\$3,034.00	\$3,034.00				\$3,034.00	100%		\$152
	Electrical												
16a	Electrical	1	ea		\$1,034.00	\$1,034.00				\$1,034.00	100%		\$52
	Change Order #1	1	ea		-\$27,988.27	-\$27,988.27				-\$27,988.27	100%		
	GRAND TOTAL				\$441,604.73	\$441,604.73				\$441,604.73	100%		\$23,479.65

NOV - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

County Commission
DEPARTMENT: Appropriations REVIEWED: S. Thomas 10/22/2013
DATE: 10/22/2013 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Dance Theater	001-57600.450	0	5,000	5,000
Misc In-House Appropriations	001-59310.498	69,493	-5,000	64,493
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		69,493	0	69,493

JUSTIFICATION:

To provide funds to the Alabama Dance Theater for programs benefitting the Montgomery area.

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
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Agenda

NOV - 4 2013

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Deputy Administrator

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place a Position Fill Request for Deputy Administrator on the November 4, 2013 agenda.

I am requesting approval of this item.

DLM/tn

Attachments

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT: **County Commission**DEPARTMENT HEAD: **Donald L. Mims**SUPERVISOR: **Donald L. Mims**1 POSITION TITLE **Deputy Administrator, County Commission**POSITION NUMBER **200164010**PROPOSED EFFECTIVE DATE **11/4/13**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A15, Step 01 \$85,445**_____
Department Head

Date _____

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 _____ Date _____
 () Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

NOV - 4 2013

Date: October 24, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: November 12, 2013 Return Date: November 13, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend media relations training

Traveler (s) Name: 1. Brandi Alexander 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$295.00

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. 11/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$295.00 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>\$3,000.00</u>	
Approved Requests:	<u>\$75.00</u>	
Budget Available:	<u>\$2,925.00</u>	
Current Requests:	<u>\$600.00</u>	
Budget Balance:	<u>\$2,325.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/28/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

NOV - 4 2013

Date: October 30, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: November 21, 2013 Return Date: November 21, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Annual Public Employees Safety Council of Alabama Conference
at Gateway Park Lodge

Traveler (s) Name: 1. Scott Kramer 4. _____
2. Judy Singley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$50.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$50.00 each person

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 11/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$50.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$193.96</u>	
Budget Available:	<u>\$14,806.04</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$14,706.04</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/30/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

NOV - 4 2013

Date: October 30, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Opelika, AL
Departure Date: December 9, 2013 Return Date: December 12, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend OSHA General Industry Training Course

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$709.45 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Lodging - \$336.00; Mileage - \$73.45; Meals - \$300.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 11/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$709.45 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$193.96</u>	
Budget Available:	<u>\$14,806.04</u>	
Current Requests:	<u>\$809.45</u>	
Budget Balance:	<u>\$13,996.59</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/30/2013

cc: Finance Director / Buyer

14-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

NOV - 4 2013

October 31, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Authorization of an Increased Annual Cap for Tourism Development to the
Montgomery Area Chamber of Commerce

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda an authorization of an increased annual cap for the tourism development appropriation to the Montgomery Area Chamber of Commerce. The Chamber is to receive 22% of the lodging tax collected per month, with a new cap of \$420,000 per year, beginning February 1, 2013, and ending January 31, 2014 or when the cap is reached.

I am requesting approval of this item.

DLM/tn