



AGENDA

County Commission - Formal Session Meeting

10:00 AM - August 17, 2021

Montgomery County Courthouse, Annex III

Page

WELCOME AT 10:00 A.M.

INVOCATION BY CHAIRMAN DEAN

PLEDGE OF ALLEGIANCE LED BY COMMISSIONER WALKER

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

1. Consider Minutes of the Regular Meeting of August 3, 2021

CONSENT AGENDA

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[Accounts Payable and Payroll Checks 08-17-2021](#)

NEW BUSINESS

3. Consider Letter Agreement for Funding Resurfacing of Wasden Road and Lamar Road, Project No. MCP 51-01-21, Engineering Department 6 - 8
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4. Consider FY 2022 Annual Transportation Plan as per "Rebuild Alabama Act", Engineering Department 9 - 11
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5. Consider Scrap Tire Marketing Fund Grant Application for Rubber Mulch at Snowdoun Park, Parks & Recreation Department 12 - 23
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| 9. | Consider Memorandum of Understanding with Alabama State University Center for Leadership and Public Policy regarding Redistricting, County Commission | 38 - 39 |
| | <u>Montgomery CC Redistricting Contract</u> | |
| 10. | Consider Contract for Services between Levitate Legal & Consulting, LLC, the Montgomery County Commission and the City of Montgomery for Legal and Consulting Services related to the American Rescue Plan Act of 2021, County Commission | 40 - 53 |
| | <u>MEMORANDUM OF COMPLIANCE FOR ARP EXPENDITURE Levitate Legal Signed Levitate Contract 2.0 (1)</u> | |
| | <u>Beason Byrd Debarment</u> | |
| 11. | Consider Miscellaneous Appropriations to Agencies, County Commission | 54 |
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| 12. | Consider Miscellaneous Appropriations to Education, County Commission | 55 |
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| | <u>BCR Detention Facility 2</u> | |
| 15. | Consider Budget Change Request Numbers 7 & 8, Engineering Department | 58 - 59 |
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| | <u>BCR Engineering 8</u> | |
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| | <u>BCR Probate Judge 2</u> | |
| | <u>BCR Probate 3</u> | |
| 17. | Consider Budget Change Request Number 3, Recreation Board | 62 |
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| 18. | Consider Budget Change Request Number 1, Risk Management | 63 |
| | <u>BCR Risk Management 1</u> | |
| 19. | Consider Budget Change Request Number 1, Support Services | 64 |
| | <u>BCR Support Services 1</u> | |

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| 20. | Consider Recommendation to Upgrade the Master Auto Mechanic, Class Code 0592, from Pay Grade S10 to Pay Grade S11, Engineering Department
Agenda Item Memo - 21-197 - Pdf | 65 - 66 |
| 21. | Consider Recommendation by Personnel to Upgrade the Payroll and Benefits Manager from Pay Grade A06 to Pay Grade A08, Finance Department
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| 22. | Consider Position Fill Request - Community Corrections
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| 27. | Consider Agreement for Engineering Services with Goodwyn Mills and Cawood, LLC, regarding Potable Water and Sanitary Sewer Improvements at the Montgomery Industrial Park to Benefit Premier Tech, Inc., County Commission
Contract for Montg Ind Park - Potable Water and SS | 83 - 94 |
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Consider Agreement for Engineering Services with Goodwyn Mills and Cawood, LLC, regarding the Industrial Park Boulevard Extension in the Montgomery Industrial Park to Serve Premier Tech, Inc., County Commission

[Contract for Montg Ind Park - Road Extension](#)

REPORTS FROM STAFF

County Attorney

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

**MONTGOMERY COUNTY COMMISSION
MEETING DATE AUGUST 17, 2021**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 7-30-2021	
Check Numbers: 303277 – 303370	Total Checks Paid: \$ 725,927.01

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 8-6-2021	
Check Numbers: 303371 – 303519	Total Checks Paid: \$ 915,435.25

EFT's included in amounts

PAYROLL CHECKS DATED 8-13-2021	
Check Numbers: 136727 – 136806	Total: \$ 108,851.72
Direct Deposits	Total: \$ 1,466,786.28
Federal Deposits	Total: \$ 302,079.21
Total Payroll Paid	Total: \$ 1,877,717.21

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



Memo

Re: Letter Agreement for Funding Resurfacing of Wasden Road and Lamar Road, Project No. MCP 51-01-21

Date: County Commission - Formal Session - Aug 17 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

Resurfacing of Wasden Road and Lamar Road have been approved for federal funding through the Metropolitan Planning Organization (MPO). The southern portion of each road is located outside the Montgomery city limits and the northern portion of each road is located inside the Montgomery city limits. The City of Montgomery has requested for the County to accomplish this work as a joint City/County project with the City paying 20% matching funds for the portions of the roads that are within the Montgomery City limits and the County paying 20% matching funds for the portions of the roads outside the Montgomery city limits. This would allow for resurfacing the entire length of both roads under one single project (as opposed to two separate projects).

FINANCIAL IMPACT:

The estimated cost for Wasden Road is \$850,000 (\$165,000 City and \$685,000 County). The estimated cost for Lamar Road is \$830,000 (\$600,000 City and \$230,000 County). The City's total amount for both roads would be \$765,000 funded 80% MPO funds (\$612,000) and 20% City matching funds (\$153,000). The County's total amount for both roads would be \$915,000 funded 80% MPO funds (\$732,000) and 20% City matching funds (\$183,000). The County's match is budgeted in our FY 2022 budget, Fund 117.

RECOMMENDATION:

Recommend approval of attached letter agreement and resolution.

ATTACHED:

[Resolution Wasden Lamar Letter Agreement City of Montgomery](#)
[Wasden Road Letter Agreement City Mayor Reed](#)

RESOLUTION NUMBER _____

BE IT RESOLVED by the County Commission of Montgomery County, Alabama, that the County enters into a letter agreement with the City of Montgomery, Alabama, for the following road resurfacing project:

Site 1: Widen, Level, Resurface, and Stripe Wasden Road from the County Line North 4.0 Miles to US Highway 31

Site 2: Widen, Level, Resurface, and Stripe Lamar Road from Wasden Road North 3.0 Miles to US Highway 80

which letter agreement is before this Commission, and that the letter agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____, 20 ____.

ATTESTED:

County Clerk

Chairman, Montgomery County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20 ____.

County Clerk

SEAL



City of Montgomery, Alabama

June 22, 2021

Mr. Elton N. Dean, Sr., Chairman
Montgomery County Commission
100 S. Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Letter Agreement for Project No. MCP 51-01-21
Site 1: Widen, Level, Resurface, and Stripe Wasden Road From the County Line North 4.0 Miles to US Highway 31
Site 2: Widen, Level, Resurface, and Stripe Lamar Road From Wasden Road North 3.0 Miles to US Highway 80

Dear Chairman Dean:

The City appreciates the cooperative effort between the County and City and recognizes the connectivity of our roadways. Therefore, the City is willing to participate in the funding of the above referenced projects. The projects are funded in part by the Montgomery Metropolitan Planning Organization's 2019 Transportation Improvement Program. The City agrees to pay 20% in local funds for the construction cost estimated to be \$153,000 for the portions of the roadway within the City Limits. Any overruns in construction costs on the portions of Wasden Rd and Lamar Rd lying within the Montgomery City Limits will be borne by the City.

If you have any questions, please contact Patrick Dunson, City Engineer (334)625-2690.



(AFFIX SEAL)

Notary: Denise F. Shannon

Sincerely,

Steven L. Reed

By: _____
Montgomery County Clerk (Signature)

Florence M. Cauthen
Print Name of Clerk

By: _____
As Chair of Montgomery County Commission

Elton N. Dean
Print Name of Chairman



Memo

Re: Approval of FY 2022 Annual Transportation Plan as per "Rebuild Alabama Act"
Date: County Commission - Formal Session - Aug 17 2021
To: Montgomery County Commission
From: George Speake, County Engineer

BACKGROUND INFORMATION:

Section 11(d) of Act No. 2019-2 (HB2, 197584-4, March 12, 2019, "Rebuild Alabama Act") signed into law year 2019 requires that an Annual Transportation Plan listing projects for which expenditures of "Rebuild Alabama" funds are intended for the next fiscal year be adopted by the County Commission no later than August 31. Once adopted, the annual plan is to be posted in conspicuous places at the county courthouse, county commission office, and county engineering office.

FINANCIAL IMPACT:

Anticipated "Rebuild Alabama" revenue and expenditure amounts for FY 2022 are listed on the attached transportation plan.

RECOMMENDATION:

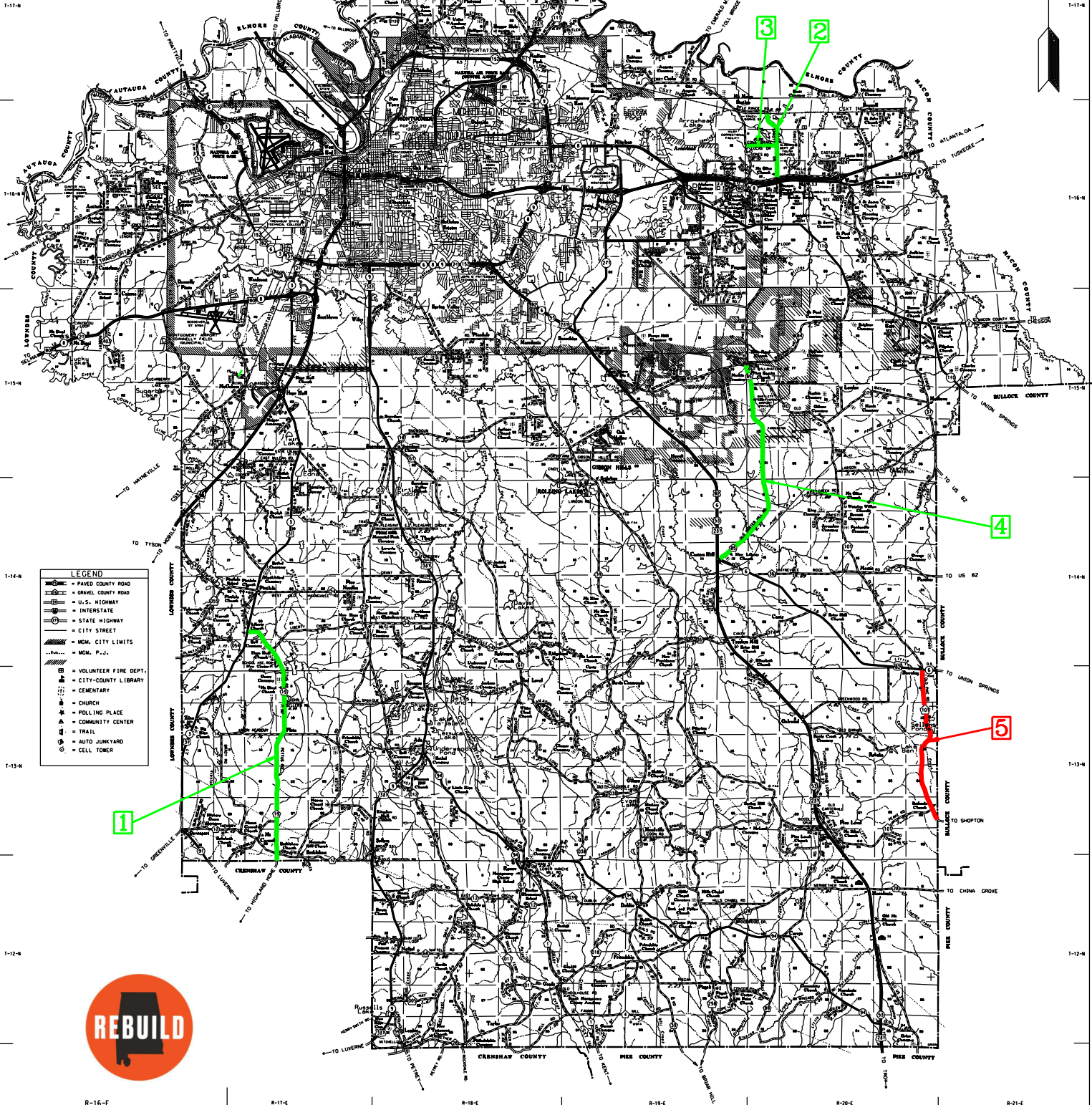
Recommend approval

ATTACHED:

[Rebuild Alabama FY 2022 County Transportation Plan Map](#)
[Rebuild Alabama FY 2022 Transportation Plan](#)

FY 2022 COUNTY TRANSPORTATION PLAN

— FAEF
— CRAF





FY 2022 County Transportation Plan

Montgomery County



Date Approved by the Montgomery County Commission: August 17, 2021

Date Amended by the Montgomery County Commission: N/A

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance					\$1,581,012.05	\$85,864.33
										Estimated Annual Revenue					\$2,549,956.24	\$400,000.00
1	RA-MCP 51-02-21	Pettus Road	32.0550	86.3547	32.1567	86.3714	X		7.90	Resurfacing and Traffic Stripe	\$869,880.00			CRAF	\$869,880.00	
2	RA-MCP 51-03-21	Sprott Drive	32.3689	86.0864	32.3911	86.0867	X		2.19	Resurfacing and Traffic Stripe	\$240,570.00			CRAF	\$240,570.00	
3	RA-MCP 51-04-21	Edna Brake Lucas	32.3831	86.1036	32.3833	86.0869	X		0.98	Resurfacing and Traffic Stripe	\$170,800.00			CRAF	\$107,800.00	
4	RA-MCP 51-07-21	Old Carter Hill/Old Pike Road	32.1922	86.1167	32.2814	86.1025	X		7.09	Safety Widen	\$205,875.00			CRAF	\$205,875.00	
5	RA-MCP 51-06-21	Old Pike Road	32.0728	85.9969	32.1417	86.0056	X		5.03	Resurfacing and Traffic Stripe	\$553,190.00			FAEF		\$547,288.18
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						23.19	Total CTP Estimated Costs	\$2,040,315.00	\$0.00	\$0.00	Total CRAF/FAEF Remaining Estimated	\$2,706,843.29	(\$61,423.85)

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks

CRAF and FAEF funds shall be included with traditional funding sources to make the FY 2022 County Funded Resurfacing Project. All CRAF shall be used and documented in accordance to Act #2019-2, (The Rebuild Alabama Act). The remaining estimated balance of CRAF shall be carried over for projects in next the fiscal year's CTP. Montgomery County shall use local funds to supplement any short fall FAEF funding towards the Old Pike Road project.



CARPDC

Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Date: July 19, 2021

To: Florence Cauthen – Montgomery County Administrator

From: Matthew Trest – Regional Economic Recovery Coordinator

Subject: Scrap Tire Marketing Fund Grant Application for Snowdown Park

Please review the attached grant application that proposes to add rubber mulch to Snowdown Park. The Alabama Department of Environmental Management (ADEM) has a grant program called the Scrap Tire Marketing Fund. The grant is funded by a \$1 fee on all replacement tires, and the money in the fund is used to develop and manage the use of scrap tires. In saying that, this grant will cover the cost of material and installation to add rubber mulch to the park which amounts to \$12,356.22. This only leaves the cost of freight to the County which amounts to \$1,634.00.

By adding rubber mulch to Snowdown Park, it becomes a safer option for visitors as rubber mulch is a much softer surface than wooden mulch. Additionally, this is cost effective for the County as there would be less maintenance cost as the rubber mulch does not decay, it insulates the roots, it prevents weeds more effectively, and replacing the mulch would be minimal since rubber mulch does not float nor blow away as easily. This grant is non-competitive, and the County may apply for it again. By using Snowdown Park as a “trial run,” the County may measure the long-term benefits from rubber mulch. If the benefits are satisfying, we would be more than happy to look into having rubber mulch installed in all of the County’s parks.

Please consider this grant application to be authorized by the County Commission. If approved, please have the chairman sign the two (2) applications enclosed as ADEM requires the submission to have two copies of the application with original signatures.

Please feel free to reach out to me if you have any questions and thank you for your consideration.

Sincerely,

Matthew Trest

Regional Economic Recovery Coordinator

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

Montgomery County

Scrap Tire Marketing Fund Grant Application

July 19th, 2021



Central Alabama Regional Planning and Development Commission



Scrap Tire Marketing Fund Grant Application

Applicant Information

Lead Applicant Name/Entity Montgomery County		Regional Planning Commission Area(s): Central Alabama Regional Planning & Development Commission
Physical Address 101 S. Lawrence St.	City Montgomery	County Montgomery

Contact Information

Contact Person Brent Kennedy		Email Address bkennedy@carpdc.com
Governmental Body or Agency Name Central Alabama Regional Planning & Development Commission		Federal Employer ID Number (FEIN) 63-0545817
Mailing Address 430. S. Court St.	City, State Montgomery, AL	Zip Code 36104
Telephone Number 334-262-4300		Fax Number 334-262-6976

Project Costs

Total Estimated Cost of Project Grant Amount Requested	\$13,990.22	\$12,356.22
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General Project Information

Are there partners whether or not providing funds to project? (Describe)	Yes, Montgomery County
Where is the location of the project?	8360 U.S. 331 Montgomery, AL 36105
What is the expected annual visitation of the project?	*** Answer in description
Will the project be open to the public?	Yes
What is the expected quantity of scrap tires used?	2,658 sq. ft. at 6" depth
Who (company/individual) is the source for the scrap tires?	Great Southern Recreation
Have any potential vendors been identified? If so, please list.	Twin States Rec. Struthers Rec. Great Southern Rec.
What is the replicability of the project? (number of potential projects in state, etc.)	Any playground in the state
Owner of property where the project is being installed?	Montgomery County
Has a quote or bid from three different vendors been obtained for the project?	Yes

Has the applicant applied for or received a grant in the past?	Yes
Is the scrap tire material resource located in-state or out-of-state?	Out-of-State
Where is the recycled rubber material manufactured?	New Jersey
What percentage of the material is scrap tire derived?	100%

Continued on back

Project Description <i>(Include the proposal letter for the project of interest.)</i>
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MEMORANDUM

TO: Alabama Department of Environmental Management

FROM: James Williams, Parks and Recreation Director

DATE: July 19, 2021

SUBJECT: Scrap Tire Marketing Fund Grant Application Proposal for
Snowdoun Park

The Montgomery County Parks & Recreation Department is proposing to replace Snowdoun Park's playground surface from wooden mulch to rubber mulch. This particular park is one of the most heavily utilized parks in our County. Consistent users include a walking group, two exercise groups, Hyundai employees, and U.S. 331 travelers. As we began looking for resources to improve our park, we came across the Scrap Tire Marketing Fund. We feel that it would be an excellent fit for what we are trying to do at Snowdoun Park as the end result would be a safer environment for our visitors as well as cost effective for the County.

Please consider our application for approval. By allowing us to move forward with this project, it opens the door for potentially many more projects alike in the future. Thank you for your time and consideration.

James Williams

Montgomery County Parks & Recreation Director

Montgomery County Recreation Department, PO Box 1667, Montgomery, AL 36102
Phone: 334-832-7181

The Montgomery County Parks & Recreation Department is proposing to replace Snowdown Park's playground surface with rubberized mulch. This is a safer option for our visitors as rubber mulch is a much softer surface than wooden mulch. Additionally, this is cost effective for the County as there would be less maintenance cost as the rubber mulch does not decay, it insulates the roots, it prevents weeds more effectively, and replacing the mulch would be minimal since rubber mulch does not float nor blow away as easily. With Snowdown Park's location being just off U.S. 331, it is heavily utilized with a mix of walking groups, exercise groups, Hyundai employees, and U.S. 331 travelers. We would like to use this grant at Snowdown Park as a trial for potential projects at our other parks, review the benefits after a couple of years, then potentially look at taking this measure across all 10 County parks in our inventory.

***There is heavy traffic and usage of the park; however, there is no accurate data to provide a count for the question above. This facility has an active walkers group, two exercise groups, and is utilized as a stopping point for travelers along U.S. 331. In addition, it is utilized by Hyundai employees as a recreational activity site.

List of Attachments *(General Project information which may include project name, location of project, partners, exposure and expected usage summary, vendor information, potential replicability of project, property owner information, **QUOTES or BIDS.**)*

- Project Name
 - Snowdown Park
- Location
 - Snowdown Park
 - 8360 U.S. Highway 331
 - Montgomery, AL 36105
- Vendor Information
 - Great Southern Recreation
 - Territory Manager – Kyle Peggram
 - Contact Information: 470-298-2428 / kyle@greatsouthernrec.com
- Please see the attached quotes from the following companies: Great Southern Recreation, Struthers Recreation, and Rubber Designs.

The submittal of this application is non-binding and does not constitute a written and executed agreement between the applicant and the Department. **Do not proceed with any purchasing prior to a written and executed agreement between you and the Department and notification from the Department that purchasing may proceed.**

Signature/Certification

This application is made for the activities described herein. I certify that I am familiar with the information contained in the application, have authority to enter into agreements on behalf of the applicant(s), and, do hereby certify to the best of my knowledge and belief, this information is true, complete, and accurate.

Montgomery County
Commission Chairman

Responsible Official Signature

Title

Date Signed

Elton N. Dean, Sr., Chairman

Montgomery County Commission

Responsible Official Name (Printed/Typed)

Lead Applicant Name/Entity

Submit two copies of this application, with original signatures, and all attachments to:

Alabama Department of Environmental Management
Scrap Tire Marketing Program/Materials Management Section – Solid Waste Branch Land
Division
Alabama Department of Environmental Management
P O Box 301463



1-800-390-8438

www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	CARPCD
CONTACT:	Matthew Trest
ADDRESS:	8360 U.S. Highway 331 Montgomery, AL 36105
PHONE:	334-262-4300

PROJECT TITLE:	Snowdown Park
REVISION:	1
OPTION:	1

Official Quote from Great Southern Recreation

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	7/9/2021	AL	Montgomery	N30	NA

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
		No equipment on quote-surfacing only		\$ -
				\$ -
				\$ -
SUBTOTAL FOR EQUIPMENT				\$ -
		Certified Southern-built™ Installation		\$ 7,974.00
SAFETY SURFACE	2658	Loose-fill Rubber Mulch Safety Surface	\$ 1.09	\$ 2,897.22
		2658 sq feet of 6" black loose rubber safety surfacing		
SUBLAYER	3375	Geo-textile layer-weed and drainage sub base-installed	\$ 0.44	\$ 1,485.00
SITWORK		Installed into existing grade		\$ -
SUBTOTAL				\$ 12,356.22

TAX RATE

SALES TAX

BONDS

EQUIPMENT FREIGHT

SURFACE FREIGHT

TOTAL

\$ 13,990.22

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

05/18/2021
Quote #101356-01-02

Snowdown Park Shredded Rubber

Montgomery County Recreation Department
Attn: James Williams
PO Box 1667
Montgomery, AL 36102
Phone: 334-832-7181
Fax: 334-832-2533
jameswilliams@mc-ala.org

Ship to Zip 36105

Quantity	Part #	Description	Unit Price	Amount
1	SR	GT-Impax - 18 Super Sacks Shredded Rubber - Unpainted Black-6" Depth to cover 2,658sf	\$10,247.14	\$10,247.14
1	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$699.00	\$699.00
1	161291	GameTime - Geo-Textile 1125 Sqft Roll	\$350.00	\$350.00
1	INSTALL	GameTime - Installation of Shredded Rubber Safety Surfacing- Installation of shredded rubber only. Pricing does not include removal of EWF on site. Existing plastic border to remain.	\$2,099.82	\$2,099.82
Contract: OMNIA			Sub Total	\$13,395.96
			Discount	(\$1,213.53)
			Freight	\$2,901.36
			Total	\$15,083.79

Comments

Pricing does not include removal of existing EWF at play area.

Pricing is for unpainted black shredded rubber. If colored rubber mulch is needed, cost would be an additional \$4,500.00.

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to [GameTime](#) when purchasing through the contract.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change.

Payment terms: Credit Cards Accepted - VISA, American Express or MasterCard.

If paying by card, a 3.74% plus \$0.15 convenience fee is applied to the total purchase.

UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS

Date	7/13/2021	Estimate #	22963
Name / Address		Ship To	
CARPDC Matthew Trest Montgomery, AL 36105		Snowdoun Park Matthew Trest Montgomery, AL 36105	
Prepared For:	Matthew	Prepared By	Valid Until:
Terms	100% down payment	Whitney	8/13/2021
Description			
Matthew Trest: 334-262-4300			
Provide, deliver, and install 2,658 sq ft of Loose Rubber Mulch @ 6" depth over filter fabric.			
Colored mulch TBD			
Filter Fabric			
Installation-Labor			
Per Diem-Meals			
Vehicle and Travel Expenses			
Rental Equipment			
Supplies			
Dumpster/Disposal			
PNP Freight			
FREIGHT- THIS IS AN ESTIMATE ONLY. DUE TO THE VOLATILE NATURE OF THE TRANSPORTATION INDUSTRY AT THIS TIME FREIGHT CHARGES MUST BE RE-QUOTED AT THE TIME OF SHIPMENT.			
Installation Exclusions:			
Permits/Licensing			
Additionally Insured			
Bonding			
State or Federal Davis Bacon Wages			
Union Fees			
Fall Height Testing			
Security/Fencing			
Excavation and Site Work/Preparation			
Project:	Mulch- Loose	Total	
Signature _____ Print Name/Title _____ Date _____			
I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.			
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.			

Date	7/13/2021	Estimate #	22963
Name / Address		Ship To	
CARPDC Matthew Trest Montgomery, AL 36105		Snowdoun Park Matthew Trest Montgomery, AL 36105	
Prepared For:	Matthew	Prepared By	Valid Until:
Terms	100% down payment	Whitney	8/13/2021
Description			
Demolition Drainage Extended Warranties Installation Inclusions: Scope of work described in estimate only Stone base is calculated @ 4" prior to compaction unless noted in Scope Of Work. Any additional stone required due to site conditions will be billed accordingly. Aromatic Binder Included unless noted in Scope of Work. Select EPDM colors may Amber. Standard Colors: Beige, Blue, Green, Red & Black Submittal of any order referencing this quote constitutes acceptance of the scope listed herein. Any deviation from the quote will require revision. Installation of any poured safety surface should occur at a minimum of 40 degrees F and rising. Installation should not occur during any percipitation. Rubber Designs will not be liable for any delays to schedule when project conditions do not meet those specified above.			
Project:	Mulch- Loose	Total	
Signature _____ Print Name/Title _____ Date _____ I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.			
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.			

Rubber Designs

Better for the earth. Better for you.

100 Rus Drive SE
Calhoun, GA 30701
Phone 706-383-7528

Date	7/13/2021	Estimate #		22963
Name / Address		Ship To		
CARPDC Matthew Trest Montgomery, AL 36105		Snowdoun Park Matthew Trest Montgomery, AL 36105		
Prepared For:	Matthew	Prepared By	Valid Until:	
Terms	100% down payment	Whitney	8/13/2021	
Description				
Project:	Mulch- Loose	Total	\$25,455.74	
Signature _____ Print Name/Title _____ Date _____ I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.				
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.				



Memo

Re: Health Reimbursement Account and Flexible Spending Account Renewal with Alliance Insurance Group

Date: County Commission - Formal Session - Aug 17 2021

To: Montgomery County Commission

From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

This is an employee benefit administered by Alliance Insurance Group. The rates per participant are remaining the same for the renewal at \$4.50 per participant with a monthly minimum admin fee of \$200.

FINANCIAL IMPACT:

Budgeted item

RECOMMENDATION:

It is my recommendation that the Health Reimbursement Account and Flexible Spending Account Renewal with Alliance Insurance Group be put on the next agenda for approval.

ATTACHED:

[HRA & FSA Plan Admin Renewal](#)

Montgomery County Commission Flexible Spending Account Renewal Checklist

New Plan Year Dates: January 1, 2022 – December 31, 2022

- Do you offer the 2 ½ month grace period? No
- Do you allow the provision to "Carryover" a maximum of \$550 from the prior plan year to the new plan year? YES
- What is the number of days/date after the plan year ends do you allow a participant to file outstanding claims? 30 days
- How long do you allow your employees to file a claim if they terminate? 30 days
- What is your FSA MINIMUM annual election? \$ 200.00
- What is your FSA MAXIMUM annual election? (2021 IRS Annual Maximum=\$2,750.00) \$ 2750.00
- Dependent Care MAXIMUM annual election: \$ 5000.00

What is your Pay Cycle Schedule/Date of First Plan Year Deduction?

- ☐ Weekly _____
 ☐ Bi-Weekly (24) X _____
 ☐ Bi-Weekly (26) _____
☐ Semi-Monthly (24) _____
 ☐ Monthly _____
 ☐ Other _____

Date first paycheck is received by employee: 12/31/2021

Please provide your payroll schedule / date of deduction for each pay cycle you may have. If you have multiple payroll schedules, please provide an employee census with the designated payroll cycle that applies.

How will you be submitting your data? ☒ Excel ☐ Paper Enrollment

When can we expect to have your enrollment data for data entry? Late Nov. Early Dec. From Colonial

Do you need enrollment materials? (If so, please indicate how many you would like to receive)

☐ Brochures ☐ Enrollment Forms ☐ Claim Forms ☐ Hard Copy or ☐ Email Format

Do you have a benefits fair/open enrollment meeting scheduled? ☐ Yes ☐ No

If so, when: Meetings in Sept. Open Enrollment in Oct.

Current Administration Fees:	Renewal Administration Fees:
Monthly Per Participant: <u>\$4.50</u>	Monthly Per Participant: <u>\$4.50</u>
Monthly Minimum Admin Fee: <u>\$200.00</u>	Monthly Minimum Admin Fee: <u>\$200.00</u>

☐ Not Renewing*

*Please provide an explanation on company letterhead if you are not renewing the plan. Please indicate an explanation for non-renewal and the final termination date for the plan with processing end dates.

Please sign and return this form

Signature _____

Date _____

Print Name _____

Title _____

ALLIANCE INSURANCE GROUP, LLC
 6730 Taylor Court
 Montgomery, AL 36117
 Toll Free 866-396-3967
 Fax (334) 396-7767
www.allianceinsgroup.com



Alliance Insurance Group
Employee Benefit Consultants

Health Reimbursement Account Renewal Checklist

Client Name: **Montgomery County Commission**

Renewal Plan Year Dates: **January 1, 2022 – December 31, 2022**

Thank you for giving us the opportunity to provide this beneficial benefit to your employees. It is time for renewal on the current plan. Please indicate if the plan will be renewed and any changes that you would like to make, if applicable.

**Please provide an enrollment census to include Employee name, address, social and type of medical coverage (single or family)*



☒ Renew the plan with the current plan design

HRA maximum amount: **Single: \$750.00**

Family: \$1,500.00

-100% of unused funds will carry-over to the new plan year up to the plan maximum

☐ Renew the plan with the following changes:

☐ Not Renewing

Reason:

Please sign and return this form

Signature

Printed Name

Date



Memo

Re: 2021 - 2022 BCBS Benefit Plan and Plan Administration Agreements
Date: County Commission - Formal Session - Aug 17 2021
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

All administrative fees will remain the same as last year as we are in the last year of a negotiated rate. Currently we pay \$50.20 per member per month for BCBS to administer our health and dental plans. There are no changes to BCBS health and dental benefits for the upcoming plan year.

RECOMMENDATION:

It is my recommendation the 2021 - 2022 BCBS Benefit Plan and Plan Administration Agreements be placed on the next agenda for approval.

ATTACHED:

[21-22 BCBS Administration Agreement](#)
[2022 BCBS Benefit Plan Agreement](#)



**BlueCross BlueShield
of Alabama**

An Independent Licensee of the
Blue Cross and Blue Shield Association

**Amendment
to
Enrollment Agreement
Customized BCBSAL Plan**

Group Name: Montgomery County Commission
Group Number: 37913, 97913, 32014
Corporate Code: 379130001
Effective Date: 10/1/2021

Financial: Self Funded
Divisions: All
Document Type: Benefit Change

PHYSICAL ADDRESS

Address 1: 101 S Lawrence St
Address 2:
County: Montgomery
County Code: 51

City: Montgomery
State: AL
Zip: 36104-4268

BILLING ADDRESS

Address 1: PO BOX 1667
Address 2:
County: Montgomery

City: Montgomery
State: AL
Zip: 36102-1667

**GROUP
CONTACTS**

	Sal.	Name	Title	Telephone	Email
Billing:	Ms.	Lisa Herring	Payroll & Benefits Manager	(334) 832-1321	lisaherring@mc-ala.org
Benefits:	Mrs.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org
Decision:	Mrs.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Brian Richardson		Brian.Richardson@bcbsal.org
Account Manager:	Stacy Smith	334/213-6624	Stacy.M.Smith@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

[Financial Updates](#)

Special Instructions

PCPM Administrative Costs for both group numbers 37913 and 97913 is effective 10/1/2021-9/30/2022:

Health: \$46.00

Dental: \$2.20

Pharmacy Carve Out- Interface Fee: \$1.00

The administrative fee for Teladoc will remain at \$1.00 PCPM

The COBRA rates for Health will remain the same:

Group 37913: Single Health- \$725.43 and Family Health - \$1,247.99

Group 97913: Single Health- \$635.86 and Family Health - \$1,094.50

The COBRA rates for Dental will remain the same:

Group 37913 and 97913: Single Dental - \$15.59 and Family Dental - \$55.09

The administrative fee for Worker's Compensation (Group #32014) will remain 8.40% of paid claims

The Plan renewal is October, with the financial agreement indicated above. However, the benefit changes are on a calendar year and will be outlined in a separate document with an effective date of 1/1/2022.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature
Authorized Representative

Stacy M. Smith

Blue Cross and Blue Shield of Alabama
Representative

Title

Account Manager

Title

Date

7/23/2021

Date



**BlueCross BlueShield
of Alabama**

An Independent Licensee of the
Blue Cross and Blue Shield Association

**Amendment
to
Enrollment Agreement
Customized BCBSAL Plan**

Group Name: Montgomery County Commission
Group Number: 37913, 97913, 32014
Corporate Code: 379130001
Effective Date: 1/1/2022

Financial: Self Funded
Divisions: All
Document Type: Renewal

PHYSICAL ADDRESS

Address 1: 101 S Lawrence St
Address 2:
County: Montgomery
County Code: 51

City: Montgomery
State: AL
Zip: 36104-4268

BILLING ADDRESS

Address 1: PO BOX 1667
Address 2:
County: Montgomery

City: Montgomery
State: AL
Zip: 36102-1667

**GROUP
CONTACTS**

	Sal.	Name	Title	Telephone	Email
Billing:	Ms.	Lisa Herring	Payroll & Benefits Manager	(334) 832-1321	lisaherring@mc-ala.org
Benefits:	Ms.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org
Decision:	Ms.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Brian Richardson		Brian.Richardson@bcbsal.org
Account Manager:	Stacy Smith	334/213-6624	Stacy.M.Smith@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

COBRA

See Special Instructions section.

Pharmacy Changes

The current vendor for prescription drugs is Rx Benefits.

The group will have a combined medical and prescription drug out-of-pocket maximum. Vendor interfacing is required. The interface fee will be \$1.00.

Other Benefit Changes

Vision Coverage

Apply all in-network cost sharing to the in-network out-of-pocket maximum and remove all dollar limits on in-network benefits for members up to the end of the month in which the member turns age 19.

Site of Service

Add/Continue Voluntary Site of Service Program. (SSV)

Home Infusion Benefit

Add Home Infusion. (HIB)

In-network cost sharing: 100% of the allowed amount

Out-of-network cost sharing: In Alabama: 80% of the allowed amount (coinsurance applies to OOP) subject to the benefit period deductible

Out-of-network cost sharing: Outside Alabama: Not Applicable

Full Utilization Management Program

Add the following outpatient benefits, physician benefits and other covered services precertification requirements:

- Certain advanced imaging (such as, for example, MRA, MRI, CT, CTA and PET). (ADV)

If precertification is not obtained, no benefits will be payable under the plan for the services.

- Certain select/reconstructive procedures and durable medical equipment (such as, for example, implantable bone conduction hearing aids; knee arthroplasty; lumbar spinal fusion; and surgery for obstructive sleep apnea; reduction mammoplasty; rhinoplasty; surgery for varicose veins; motorized/power wheelchair). (SS1/WBF)

If precertification is not obtained, no benefits will be payable under the plan for the services.

- Certain genetic laboratory testing (such as, for example, breast cancer (BRCA) testing and genetic carrier screening). (GNT)

If precertification is not obtained, no benefits will be payable under the plan for the services.

- Certain radiation therapy management services (such as, for example, proton beam therapy, cyberknife and stereotactic radiosurgery). (RTM)

If precertification is not obtained, no benefits will be payable under the plan for the services.

AlabamaBlue.com/Precertwebpage will be operational for self-funded groups effective January 1, 2022 and will thereafter not be updated more than twice per calendar year. The Full Utilization Management program currently includes the precertification categories set forth above. Plan may already have some or all of these precertification requirements currently in place.

Precertification Continuous Care:

Employer acknowledges the importance of continuous care when a member transitions from one plan to another. To avoid member disruption in care due to precertification requirements, Employer directs Claim Administrator to transfer any precertification previously obtained by a member under a prior Blue Cross and Blue Shield of Alabama plan to the member's new Blue Cross and Blue Shield of Alabama plan if such items and/or services are covered benefits and determined to still be medically necessary.

Inter-Plan Programs

Other Blue Plan Value-Based Programs

Employer elects to participate in the Inter-Plan Value-Based Programs.

Special Instructions

Effective 1/1/2021, groups 37913 and 97913 will make the following changes:

Adding Expanded Utilization Management Program
Adding Home Infusion.

The Plan renewal is October, the financial agreement is outlined in a separate document with an effective date of 10/1/21. However, the benefit changes are on a calendar year of 1/1 and are outlined in this document effective 1/1/2022.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature
Authorized Representative

Blue Cross and Blue Shield of Alabama
Representative

Title

Title

Date

Date



Memo

Re: Employee and Retiree Health Insurance Premiums
Date: County Commission - Formal Session - Aug 17 2021
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

In the past three years we have stayed flat due to the County Commission absorbing the cost of increases to the plans. The last premium increase for active and retired employees of Montgomery County was October 1, 2017.

RECOMMENDATION:

It is my recommendation that active and retired employees benefit premiums be increased by \$18 per month per the attached schedule. The only exception would be for the over 65 groups. I am requesting this item be placed on a future agenda for approval.

ATTACHED:

[Benefit Plan Comparison July 2021](#)

[Montgomery County Commission Benefit Premium Recommendation](#)

Benefit Plan Comparison July 2021

Autauga County

Medical, Dental, Vision, Basic Life Plan Premiums	
Coverage	Employee Monthly Cost
Single	\$0
Family	\$484

City of Birmingham

Medical Plan Premiums			
Benefit Plan Types	Coverage	Employee Monthly*	Employee Biweekly
Premier Medical Plan	Individual	\$110.50	\$51.00
	Employee +1	\$338	\$156.00
	Family	\$472.33	\$218.00
Value Medical Plan	Individual	\$32.50	\$15.00
	Employee +1	\$145.17	\$67.00
	Family	\$212.33	\$98.00

Spousal Surcharge – Spouses who are eligible to participate in group health coverage through their own employers and do not elect coverage through their employer, are subject to a \$25 per pay period surcharge in the Value plan and a \$50 per pay period surcharge on the Premier plan.

Dental Plan Premiums			
Benefit Plan Types	Coverage	Employee Monthly*	Employee Biweekly
Premier Dental Plan	Individual	\$8.65	\$3.99
	Employee +1	\$30.85	\$14.24
	Family	\$47.95	\$22.13
Value Dental Plan	Individual	\$0.00	\$0.00
	Employee +1	\$5.81	\$2.68
	Family	\$8.65	\$3.99

Vision Plan Premiums		
Coverage	Employee Monthly*	Employee Biweekly
Individual	\$5.09	\$2.35
Employee +1	\$10.23	\$4.72
Family	\$16.47	\$7.60

Group Life and AD&D
Coverage is offered as a separate benefit. Premiums vary based on amounts of coverage, age of covered individual and type of dependent.

* Monthly amounts vary by number of payroll cycles in a month.

Jefferson County

Medical Plan Premiums (1 medical plan)		
Benefit Plan Types	Coverage	Employee Monthly
Medical Plan	Individual	\$123.82
	Employee +1	\$275.61
	Family	\$358.06

Dental Plan Premiums		
Benefit Plan Types	Coverage	Employee Monthly
Premier Dental Plan	Individual	\$34.50
	Employee +1	\$65.89
	Family	\$90.33
Value Dental Plan	Individual	\$23.50
	Employee +1	\$44.86
	Family	\$61.50

Vision Plan Premiums		
Benefit Plan Types	Coverage	Employee Monthly
Premier Vision Plan	Individual	\$7.84
	Employee +1	\$15.67
	Family	\$22.98
Value Vision Plan	Individual	\$5.33
	Employee +1	\$10.65
	Family	\$15.62

Mobile County

Medical and Dental Plan Premiums**	
Coverage	Employee Monthly Cost
Single	\$79
Family	\$194
Mobile County	\$446

** Participant of the Local Government Healthcare Program

City of Montgomery

Medical, Dental, and Basic Life Plan Premiums (Effective 10/1/2021)		
Benefit Plan Types	Coverage	Monthly Premium
PPO	Individual	\$210
	Family	\$460
	City	\$800
HMP	Individual	\$110
	Family	\$290
	City	\$800

Vision Coverage
additional premium for employee based on type of coverage and plan.

Montgomery County Commission Benefit Premiums (Current since 10/1/2017)

Medical, Dental, Vision, and Basic Life & AD&D Plan Premiums		
Benefit Plan Types	Coverage	Employee Monthly*
HMP	Individual	\$36
	Family	\$202
	Individual Retiree < 65	\$56
	Family Retiree < 65	\$222
	Surviving Spouse < 65	\$350
	Surviving Spouse > 65	\$230
	County	\$770
PPO	Individual	\$64
	Family	\$266
	Individual Retiree < 65	\$84
	Family Retiree < 65	\$286
	Surviving Spouse < 65	\$350
	Surviving Spouse > 65	\$230
	County	\$770

Montgomery County Commission PROPOSED Benefit Premiums effective January 1, 2022 (Increase of \$18 per month)

Medical, Dental, Vision, and Basic Life & AD&D Plan Premiums (Proposed Effective 1/1/2022)		
Benefit Plan Types	Coverage	Employee Monthly*
HMP	Individual	\$54
	Family	\$220
	Individual Retiree < 65	\$74
	Family Retiree < 65	\$240
	Surviving Spouse < 65	\$368
	Surviving Spouse > 65	\$248
	County	\$770
PPO	Individual	\$82
	Family	\$284
	Individual Retiree < 65	\$102
	Family Retiree < 65	\$304
	Surviving Spouse < 65	\$368
	Surviving Spouse > 65	\$248
	County	\$770

* If the employee does not complete the Annual Health Assessment by August 31st of each year an additional \$10 per pay period is deducted as a benefits surcharge.

Memorandum of Understanding

Between

Montgomery County Commission

And the

Alabama State University Center for Leadership and Public Policy

THIS MEMORANDUM OF UNDERSTANDING, entered into on this 17th day of August, 2021, by and between the **Montgomery County Commission, 101 South Lawrence Street, P.O. Box 1667, Montgomery, AL 36102** and **Alabama State University Center for Leadership and Public Policy (“CLPP” or “Center”), Council Hall, Suite 318, Post Office Box 271, Montgomery, AL 36101-0271** (hereinafter collectively referred to as “the Parties”).

In consideration of the mutual promises and covenants set forth herein, and other good and sufficient consideration, the parties agree to the following:

- 1. Deliverables Provided.** The Center will provide the following services to the Montgomery County Commission:
 - a.** Creation and distribution of computer-generated district map(s) of current districts and the geographies making up these districts to enable Montgomery County Commission to make changes to their districts.
 - b.** Distribution of demographic data by district and Census block to facilitate redistricting by Census block to meet the required 5% deviation in district size.
 - c.** Creation and distribution of the resulting map and demographic data following redistricting.
 - d.** Submission of final map and demographic data to the required State agencies and offices. Distribution of final maps and demographic data as requested by Montgomery County Commission.
- 2. Period of Agreement.** This agreement will commence on August 17, 2021 and end upon completion of the project.
- 3. Financial Arrangements:** Upon acceptance of this contract, Montgomery County Commission will provide a \$1,000.00 deposit for the services outlined in the agreement. Services will be billed against the deposit at the programming rate of \$50/hour, map cost by size and quantity, and travel costs (state mileage rate), not to exceed \$5,000. Should the final billed services not exceed the deposit, the remaining funds will be returned to Montgomery County Commission. Any costs over the deposited amount will be billed upon completion of services.
- 4. Termination.** This agreement may be terminated upon mutual agreement of the parties or upon 30 days written notice by one of the parties. The Center will cease performance of any work upon the receipt of notification of termination and all costs incurred by the Center prior to the issuance of that notice shall be paid by the Montgomery County Commission.

5. **Governing Law.** This agreement will be governed and construed in accordance with the laws of the State of Alabama. In the event any legal action is brought by either party, such action shall be commenced in the State Court of Montgomery County, Alabama.
6. **Entire Contract/Amendments.** This contract states the entire agreement between the parties and merges herewith all statements, representation, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect. Any changes, modifications, or amendments to this contract must be reduced to and approved in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives.

Montgomery County Commission

W. Myles Mayberry, III
Executive Director
ASU Center for Leadership and Public Policy

Dr. Quinton Ross
President
Alabama State University

69-6001101
Federal Identification Number



MEMORANDUM OF COMPLIANCE FOR ARPA EXPENDITURE

TO: Montgomery (County and City)

FROM: Levitate Legal

RE: Compliance Determination for Levitate Legal, LLC
Contract for Consulting Services

DATE: August 8, 2021

Introduction

The Montgomery County Commission (County) and the City of Montgomery (City) are prepared to enter a contract with Levitate Legal, LLC (Levitate) for consulting services related to the expenditure of funds distributed pursuant to the American Rescue Plan Act of 2021 (ARPA). This memorandum provides a compliance determination for each proposed expenditure in the Levitate contract.

ARPA and Federal Regulatory Compliance

Levitate proposes to provide the County and City with legal review, compliance, and general consulting services for the compliance, management and oversight of the entities' joint and several expenditures of the local government funding provided in the ARPA. Specifically, Levitate will provide the following services under the proposed contract:

- Routine review, analysis and presentation of U.S. Treasury guidance on proper expenditures.
- Development of ARPA best practices as a foundation of all programmatic efforts including online and traditional application processes, evaluation of programs, and distribution of funds.
- Website development for public-facing online infrastructure for funds applications, communications, and general program information. (Data analytics included).
- Creation of various compliance procedures including collecting necessary information from program participants and entities receiving funds to ensure compliance with U.S. Treasury guidelines.
- Legal review and analysis of all expenditures to ensure compliance with U.S. Treasury guidelines.
- Research and development of programs that draw from the best practices across the country, regionally and locally to create the greatest impact in the River Region.
- Communication with regional governments and agencies receiving ARPA funds in order to synergize the expenditures to leverage every dollar toward the best outcomes.
- Identify and cultivate strategic partnership opportunities to maximize the use of funds with other agencies that are receiving ARPA funds, including but not limited to the State, the local K-12 school systems, and the 2-year colleges in the region.

While the U.S. Treasury Interim Rule does not directly address the use of ARPA funding for the administration of the funding, Section 10.5 in the U.S. Treasury's State and Local Fiscal Recovery Funds (SLFRF) "Frequently Asked Questions" document, last updated on July 19, 2021, provides



that “recipients may use funds for administering the [program], including ***costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.***¹

The aforementioned services provided for in the Levitate contract directly relate to the effective management and oversight of the ARPA funding as detailed throughout the U.S. Treasury Interim Final Rule, including proper reporting of each expenditure, compliance with all applicable federal (and state) laws as provided in SLFRF Funding Agreement, detailed records on why the governing body deemed each expenditure to comply with the U.S. Treasury guidance, and a demonstration of community engagement in determining the best use of expenditures. The County and/or City are advised to pursue a separate compliance opinion should either entity opt to pursue the optional services outlined in the contract related to grant development, writing and administration.

The proposed Levitate contract also includes all required language under the SLFRF Funding Agreement, along with an attestation of compliance with the applicable provisions of the following federal laws, regulations and orders:

- Debarment and Suspension;
- Title VI of the Civil Right Act of 1964;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Section 402 of the 1974 Vietnam Veterans Act;
- Byrd Anti-Lobbying Amendment Compliance and Certification;
- Executive Order 11246 and Equal Employment Opportunity.

Additionally, the Levitate contract is compliant with 2 CFR § 200.320, which provides the methods of procurement to be followed for contracts issued under ARPA. Specifically, the Levitate contract with the County and City meet the requirements of 2 CFR § 200.320(c)(2), (3) and/or (5).

State Law Compliance

Alabama law permits local governments to enter contracts for services with private entities if such contracts are compliant with the state procurement procedures provided under Code of Alabama, 1975, Title 41, Chapter 16, Article 3. Due to the professional skill required to execute the legal, consulting and strategic relationship components of the proposed contract with Levitate, the contract satisfies §41-16-51(3) which states the competitive bid requirement shall not apply to:

*Contracts for securing services of **attorneys**, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, **consultants**, certified public accountants, public accountants, or other **individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.***

Further, the Levitate contract complies with the Beason-Hammon Alabama Taxpayer and Citizen

¹ (<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>; Section 10.5, Page 39.)



Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended. In the contract, Levitate represents and warrants that it will enroll in the E-Verify program prior to performing any services under the contract, and shall provide documentation establishing that Levitate is enrolled in the E-Verify program. Levitate further certified that for the duration of the contract, it will participate in the E-Verify program as required under the Act and will verify every in-state employee that is required to be verified under the applicable federal rules and regulations.

FINAL DETERMINATION: Contracting with Levitate Legal & Consulting, LLC for legal review, compliance, and program development/management support is an **ALLOWABLE EXPENSE** under the ARPA, federal regulations and Alabama law.



CONTRACT FOR SERVICES

This Agreement is entered into by and between **Levitate Legal & Consulting, LLC (Levitate)** located at 10 Court Square, Suite 200, Montgomery, Alabama, the **Montgomery County Commission (County)**, and the **City of Montgomery (City)**, with the County and City collectively referred to herein as the "Parties".

In consideration of the mutual promises and covenants set forth herein, and other good and sufficient consideration, Levitate and the Parties agree to the following:

1. **SERVICES TO BE PROVIDED:** Levitate agrees to provide the Parties with legal and consulting services related to the American Rescue Plan Act of 2021 (ARP) as outlined in Schedule A of this Agreement.
2. **LEGAL SERVICES TO BE PROVIDED:** The legal services to be provided by Levitate to the Parties are limited to the following: analysis and legal opinions of U.S. Treasury guidelines related to the Parties expenditure of ARP funds, and interpretation of state laws and provisions that could impact the Parties expenditure of ARP funds. Any legal services or opinions requested by the Parties outside the services and opinions described above may be undertaken with prior approval and billed at the rates listed on Schedule B of this Agreement.
3. **TERMS OF AGREEMENT:** This Agreement shall be effective from August 1, 2021 through September 30, 2022. This Agreement shall automatically renew, unless terminated pursuant to the terms set out in Section 11 of this Agreement.
4. **PAYMENT:** Levitate shall be paid a flat monthly fee in the amount of **\$42,500.00** (forty-two thousand, five-hundred dollars). This amount shall be divided between the County and City as follows:
 - County - **\$21,832.25** (twenty-one thousand, eight hundred thirty-two dollars and 25/100)
 - City - **\$20,667.75** (twenty thousand, six hundred sixty-seven dollars and 75/100)

This amount includes expenses including, but not limited to travel, lodging and meals, unless reimbursement for such expenses are pre-approved by the undersigned or the County or City designees. Additionally, Levitate may bill in excess of the flat monthly fee if additional services, as set out in Schedule B of this Agreement, are requested by either the County or City; however, such expenses must be pre-approved by the requesting party. Payment shall be made by the City and/or the County within 30 days of receiving the invoice, provided that the City and/or the County have received Levitate's Data Universal Numbering System (DUNS) number and proof of



registration with SAM.gov. Such payment shall be mailed to Levitate at the following address:

9164 East Chase Parkway, Box 185
Montgomery, AL 36117

5. **INDEPENDENT CONTRACTOR:** All the Parties agree that in performance of the services outlined herein, Levitate is acting as an independent contractor and not as an employee or agent of the County or City while performing its services. Levitate shall, at all times, comply with both the letter and spirit of all applicable state laws and regulations.
6. **CONFLICTS OF INTEREST:** Levitate has reviewed its client list and has concluded that there are no actual or potential conflicts of interests with current clients and the City or the County. Levitate is sensitive to issues posing a real or perceived conflict of interest. If a conflict of interest arises during the term of this Agreement, Levitate will promptly advise the City and/or the County and recommend an appropriate course of action.
7. **CONFIDENTIALITY:** Neither Levitate nor the City or the County, without the written consent of the other, shall disclose to any person confidential, proprietary, or any other information concerning Levitate or the Parties' business, financial, or other affairs. Mutually agreed upon information may be disclosed to the public for the purposes of performing the services in this Agreement and Levitate will provide any documents that are required to be made public by either state or federal law.
8. **MODIFICATION:** No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing, specifically referring to this Agreement and signed by each of the Parties herein.
9. **NON-ASSIGNMENT:** Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either party, without the prior written consent of the other party.
10. **COMPLIANCE WITH LAWS:** Levitate agrees that at all times it shall comply with all applicable Federal, State, and local laws, statutes, regulations, ordinances, rules, and orders of all governmental, judicial, and administrative entities in performing its services, specifically including, but not limited to, those listed in Schedule C of this Agreement. Levitate further agrees to timely file all reports required under such laws, and acknowledges and agrees that it is solely responsible for ensuring its compliance with such laws.

Levitate will not discriminate against any employee, applicant or independent contractor for employment or contract because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Levitate will take affirmative action to ensure that



employees, applicants and contractors are treated fairly without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Contracting, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Levitate agrees to post in conspicuous places, available to employees, contractors and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In the event of the Levitate's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and Levitate may be declared ineligible for further county or municipal contracts.

- 11. TERMINATION:** Either party shall have the right to terminate this Agreement for no cause provided that sixty (60) days written notice is provided to the other party. If the termination is expressed by the City or the County for no cause, the City and/or the County shall remit payment to Levitate for all services rendered up to the termination date and no further fees or compensation shall be due thereafter. If the termination is expressed by Levitate for no cause, Levitate shall provide services to the City and/or the County up to the termination date and no further services shall be due thereafter.

Either party shall have the right to terminate this Agreement for cause in the event of a material breach of terms herein, provided that the non-breaching party must provide the breaching party with written notice of the material breach and a thirty (30) day cure period. If the breach is not cured by the end of the thirty (30) day period, then any previously delivered termination notice becomes effective without further notice. For purposes of this Agreement, "material breach" shall mean a failure by Levitate or the City or the County to perform any of its obligations herein, the effect of which would substantially impair the value of this Agreement to the other party.

- 12. IMMIGRATION LAW:** Levitate represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

Levitate represents and warrants that it will enroll in the E-Verify program prior to performing any Services and shall provide documentation establishing that Levitate is enrolled in the E-Verify program. During the performance of this Agreement, Levitate shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.



By signing this Agreement, Levitate affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Levitate is found to be in violation of this provision, it shall be deemed in breach of the Agreement.

13. **HISTORICALLY UNDER-UTILIZED BUSINESS ENTERPRISES:** Levitate acknowledges and agrees that the County and City, as a matter of public policy, encourage participation of minority, women-owned and other underrepresented business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the County and City's business, economic and community revitalization programs.
14. **BOYCOTTING ACTIVITIES:** By signing this contract, Levitate represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
15. **DEBARMENT AND SUSPENSION:** Levitate further certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into the Agreement by any federal agency or department, any State agency or department, nor any political subdivision of the State. The term "principal" for purposes of the Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Levitate.
16. **FALSE STATEMENTS:** Any false or misleading statement or representation in any report required by Levitate (not including opinions, clerical errors or errors made in good faith) may be deemed a material breach of this Agreement and may subject the Parties to all available legal or equitable remedies.
17. **RECORD RETENTION:** Levitate agrees to maintain any business records related to this Agreement or Levitate's performance under this Agreement for a period of at least three (3) years after final payment.
18. **ENTIRE AGREEMENT:** This Agreement constitutes the full and entire understanding and agreement of the Parties and supersedes any and all prior agreements, arrangements and understanding relating to the subject matter of this Agreement.



19. **GOVERNING LAW:** The laws of the State of Alabama shall govern the terms and conditions of this Agreement. It is agreed by and between the Parties that in the event legal action is brought by either party against the other, or any matter arising out of this Agreement, such action shall be commenced in a State Court of competent jurisdiction in Montgomery County, Alabama.

This constitutes the entire Agreement between Levitate and the Parties, and each party acknowledges there are no other Agreements in existence, either expressed or implied.

Dated this _____ day of _____ 2021.

Levitate Legal & Consulting, LLC

Terri Sharpley Reynolds
Managing Partner

Montgomery County Commission

Elton Dean, Sr.
Montgomery County Commission Chair

City of Montgomery

Steven L. Reed
City of Montgomery Mayor



SCHEDULE A

Services to be Provided

Legal review, compliance and general consulting:

- Routine review, analysis and presentation of U.S. Treasury guidance on proper expenditures.
- Development of ARP best practices as a foundation of all programmatic efforts including online and traditional application processes, evaluation of programs, and distribution of funds.
- Website development for public-facing online infrastructure for funds applications, communications, and general program information. (Data analytics included).
- Creation of various compliance procedures including collecting necessary information from program participants and entities receiving funds to ensure compliance with U.S. Treasury guidelines.
- Legal review and analysis of all expenditures to ensure compliance with U.S. Treasury guidelines.

Support for program development and management:

- Review of County/City demographics, prior studies commissioned by the County/City, and other relevant data to help the County/City identify programmatic priorities to be presented to elected officials and staff.
- Research and develop programs that draw from the best practices across the country, regionally and locally to create the greatest impact in the River Region.
- Communicate with regional governments and agencies receiving ARP funds in order to synergize the expenditures to leverage every dollar toward the best outcomes.
- Identify and cultivate strategic partnership opportunities to maximize the use of funds with other agencies that are receiving ARP funds, including but not limited to the State, the local K-12 school systems, the 2-year colleges in the region, the Alabama State Department of Education, federal programs and grant opportunities.

Tracking of federal direct-aid/grant opportunities (\$500K to \$5+ million):

- Weekly review of federal grant opportunities that fall within the programmatic priorities of the County/City.
- Prioritize grant opportunities against the programmatic priorities identified by the County/City.



SCHEDULE B

Additional Services Pay Schedule

For grant preparation, development, and writing:

- County/City demographic and grant specific research - \$50/hour
- Grant program development - \$100 per hour
- State, regional and foundation grant writing - \$100 per hour (approximately 60 to 100 hours)
- Federal grant writing - \$125 per hour (approximately 120 to 150 hours)

Legal services outside the scope of those described in Section 2 of this Agreement will be billed at the following rates upon prior approval:

- Levitate Legal Senior Attorney - \$200 per hour
- Associate Attorney - \$150 per hour
- Paralegal or Staff \$75 per hour



SCHEDULE C

Compliance with Applicable Federal Laws and Regulations

As provided in Section 10 of the Agreement, Levitate specifically attests to its compliance with the applicable provisions of the following federal laws, regulations and orders:

- Title VI of the Civil Right Act of 1964
 - *Levitate shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Section 402 of the 1974 Vietnam Veterans Act
- Byrd Anti-Lobbying Amendment Compliance and Certification
- Executive Order 11246 and Equal Employment Opportunity

CERTIFICATIONS AND REPRESENTATIONS (CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: *Jerry Thompson Reynolds*
COMPANY NAME: Levitate Legal Consulting, LLC
DATE: 8/6/2021

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--

The Offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE: Jim Humphrey Reynolds
COMPANY NAME: Levitate Legal Consulting, LLC
DATE: 8/6/2021

State of Alabama)
County of Montgomery)

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

DATE: 8/13/2021

RE Contract/Grant/Incentive (describe by number or subject):

for legal compliance (general consulting on ARPA funding) by and between
Levitate Legal Consulting, LLC (Contractor/Grantee) and
the Montgomery County Commission - the City of (State Agency, Department or Public Entity)
Montgomery, AL

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

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

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

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

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

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ☒ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ☐ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 13th day of August 2021.



Levitate Legal Consulting, LLC
Name of Contractor/Grantee/Recipient

By: Jeri Sharply Reynolds
Its Managing Partner

The above information was signed in my presence by the person whose name appears above, on
day of August 2021.

WITNESS: Bridgett Wright

Printed Name of Witness

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 8/17/2021 - CODE: 001-59320.498

[illegible]

[illegible]

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 8/17/2021 - CODE: 001-59320.450									
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			191,737	100,525	65,800	136,691	116,110	32,575	643,438
DR-C-2021-81	Women of Refined Gold, Inc.	Program Services						1,500	1,500
DR-C-2021-82	Hope Inspired Ministries, Inc.	Community Service Programs to Assist the Chronically Unemployed		3,000					3,000
DR-C-2021-83	Faith Crusades Ministries, Inc.	Community Service Programs				2,000			2,000
DR-C-2021-84	King's Canvas Gallery & Studio	Program Services				3,000			3,000
DR-NC-2021-36	City of Montgomery, Neighborhood Svcs.	Dillard Estates N.A.						1,000	1,000
DR-NC-2021-37	City of Montgomery	Movie Night Series/Arts Council of Montgomery						500	500
DR-NC-2021-38	Alabama State University	Football Program		5,000	5,000				10,000
	Total Appropriations 8/17/2021		0	8,000	5,000	5,000	0	3,000	21,000
	APPROPRIATED BUDGET BALANCE		191,737	92,525	60,800	131,691	116,110	29,575	622,438
	County Administrator	Date							

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

Request Number: _____

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Administrator Date

JUSTIFICATION:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:



Memo

Re: Recommendation to Upgrade the Master Auto Mechanic Classification Salary from Pay Grade S10 to S11

Date: County Commission - Formal Session - Aug 17 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

The Montgomery City-County Personnel Department recently completed a review of the Master Auto Mechanic job classification for both the City of Montgomery and Montgomery County (please see attached Montgomery City County Personnel Department memorandum dated July 21, 2021). This review resulted in a recommendation to upgrade the Master Auto Mechanic salary range from Pay Grade S10 (\$38,513 - \$57,540) to S11 (\$42,335 - \$63,255). We are very much in agreement with this recommendation, especially since we have recently had problems recruiting and hiring Master Auto Mechanics due to the current salary range being uncompetitive with salaries offered by other employers.

FINANCIAL IMPACT:

County Engineering presently has four (4) Master Auto Mechanic positions budgeted and filled. Implementation of this recommended pay range increase would result in an approximate total annual cost of \$4,001.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[Master Auto Mechanic Salary Upgrade 20210721](#)

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: George Speake, County Engineer

THRU: Carmen Douglas, Personnel Director 

FROM: Mark Willis, Senior Personnel Analyst 

DATE: July 21, 2021

SUBJECT: Master Auto Mechanic

Recently, the City of Montgomery Fleet Management Department requested the Personnel Department review the salaries for several of their positions. The request resulted in a recommendation to upgrade the Master Automotive Mechanic salary from a S10 to a S11.

During the review, our department reviewed the Master Auto Mechanic for the County Engineering Department and came to the same recommendation to upgrade the salary from a S10 to S11.

If you agree with this recommendation, please present the recommendation to the County Commission. Upon their approval, the recommendation will be submitted to the Personnel Board.

c: Florence Cauthen



Memo

Re: Payroll and Benefits Manager pay grade change
Date: County Commission - Formal Session - Aug 17 2021
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:

In January 2020 Finance requested that the Payroll & Benefits Manager and Payroll & Benefits Assistant positions be reviewed to determine the appropriate pay grade based on the uniqueness of the positions. The results of the review recommends that the Manager be reclassified to the A08 pay grade and that the Assistant remain at the current A04 pay grade. See the attached memo from Personnel.

FINANCIAL IMPACT:

The annual cost of the increase is \$2,396

RECOMMENDATION:

Approval of reclassifying the Payroll & Benefits Manager to pay grade A08 Step 2 effective July 26, the beginning date of the current payroll.

ATTACHED:

[Payroll Benefit Positions](#)

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: Sherrill Thomas, Finance Director
THRU: Carmen Douglas, Personnel Director 
FROM: Mark Willis, Senior Personnel Analyst 
DATE: July 21, 2021
SUBJECT: Payroll Classifications

Per your request, the Personnel Department conducted a pay analysis of two Finance Department classifications, Payroll and Benefits Manager and Payroll and Benefits Assistant.

Based on the work responsibilities of each position, and internal and external equity, our recommendation is to increase the Payroll and Benefits Manager pay grade from A06 (\$37,373 - \$55,841) to A08 (\$46,804 - \$69,930). Additionally, we recommend to maintain the current pay grade for Payroll and Benefits Assistant at A04 (\$29,628 - \$44,267).

If you agree with this recommendation, please present the recommendation to the County Commission. Upon their approval, the recommendation will be submitted to the Personnel Board.

c: Florence Cauthen



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: Community Corrections

Department Head: Phil Bryant

Supervisor: Phil Bryant

POSITION INFORMATION:

Title: Community Corrections Officer

Number: 300359011 - Replacing J Watts

Pay Grade: A06

Pay Range: 37,373-55,841

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

Phil Bryant
Department Head

August 5, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 5, 2021
Date

Sherrill Thomas
Finance Director

August 5, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 6, 2021
Date

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

Date: July 20, 2021
Montgomery County Community Correction

Dear Mr. Phil Bryant

This letter is to inform you that I am resigning from my position as Community Correction Officer at Montgomery Community Corrections, effective two weeks from today July 20, 2021.

It has been an absolute pleasure working at Montgomery Community Corrections and I am truly grateful for the opportunities you have afforded me. My last working day will be August 3, 2021.

I intend to continue working at the highest quality level until my final day of employment. If there is anything you would like me to do to facilitate a smooth transition during this time, please let me know.

Sincerely,
Jeffery Watts

PHIL BRYANT - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM •
COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Trainee

Number: 500419151 (Replace E.
Stallworth)

Pay Grade: PCT

Pay Range: 32,238

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 23, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

August 2, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 3, 2021
Date

Sherrill Thomas
Finance Director

August 4, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 4, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Sergeant

Number: 500421157(Replace T.
Baldwin)

Pay Grade: PC3

Pay Range: 42,052 - 62,832

Type of Hire: Promotional

Type of Appointment: Permanent

**Proposed
Effective Date:** August 23, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

August 2, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 9, 2021
Date

Sherrill Thomas
Finance Director

August 9, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 11, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: MCC/Finance

Department Head: Sherrill Thomas / Ich

Supervisor: Sherrill Thomas

POSITION INFORMATION:

Title: Administrative Support Specialist

Number: 210015008

Pay Grade: A04

Pay Range: \$29,628 - \$44,267

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: September 1, 2021

DEPARTMENT INFORMATION:

Sherrill Thomas / Ich
Department Head

August 9, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 9, 2021
Date

Sherrill Thomas
Finance Director

August 9, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 11, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: Sheriff's Office

Department Head: Derrick Cunningham

Supervisor: Kevin Murphy

POSITION INFORMATION:

Title: Deputy Sheriff Trainee

Number: 550430075 (Replace S. Browder)

Pay Grade: PST

Pay Range: 39,383

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

August 2, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 3, 2021
Date

Sherrill Thomas
Finance Director

August 4, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 4, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: Sheriff's Office

Department Head: Derrick Cunningham

Supervisor: Kevin Murphy

POSITION INFORMATION:

Title: Deputy Sheriff - Part Time

Number: 550431205

Pay Grade: PS1-5

Pay Range: 19.5385/Hour

Type of Hire: New

Type of Appointment: Temporary

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

August 3, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 4, 2021
Date

Sherrill Thomas
Finance Director

August 4, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 4, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 17 2021

Department: Sheriff's Office

Department Head: Derrick Cunningham

Supervisor: Kevin Murphy

POSITION INFORMATION:

Title: Deputy Sheriff Lieutenant **Number:** 550434185 (Replace Ben Harrison)

Pay Grade: PS4 **Pay Range:** 65,016 - 75,753

Type of Hire: Promotional **Type of Appointment:** Permanent

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

August 2, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

August 3, 2021
Date

Sherrill Thomas
Finance Director

August 4, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

August 4, 2021
Date

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval: _____

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

Check Mode of Transportation: County Vehicle
Private Vehicle

Commercial Air
Other (Specify) _____

Total (est.) Cost: _____

Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval: _____

Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval: _____

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

Check Mode of Transportation: County Vehicle
Private Vehicle

Commercial Air
Other (Specify) _____

Total (est.) Cost: _____

Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval: _____

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between Montgomery County Commission, Montgomery, AL, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the ENGINEER.

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

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

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

ARTICLE 1. Basic Services.

Preliminary Design Phase

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

Final Design Phase

- 1.5 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.6 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.7 Omitted.
- 1.8 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.9 Establishing base lines for locating the work with a suitable number of bench marks located adjacent to the work as shown in the project plans.
- 1.10 Reproduction of reports, drawings, specifications, bidding documents and similar project related items as needed.



- 1.11 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.12 Prepare and furnish to the OWNER three copies of a map that shows the general location of any needed construction and permanent easements and any land to be acquired. Property surveys, plats and descriptions, abstracting and negotiations for land or rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to provide these services, for which the ENGINEER shall be compensated as an additional service.
- 1.13 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

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

Construction Phase

- 1.20 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.21 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.
- 1.22 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.



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



take in, on, or near the project site.

- 1.30 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- 1.31 Coordination of submission to the Grantee the following items at the final inspection: all final pay requests, the ENGINEER's statement that the project has been completed in accordance with the plans and specifications, the contractor's "proof of publication" of the advertisement of completion and request for claims, and any permit releases such as those from a road or highway department permitting the work.
- 1.32 If requested by OWNER verbally or in writing, assist the OWNER in performing a review of project during the warranty period after the date of substantial completion in order to identify any readily apparent items to be included under the Contractor's one (1) year warranty.

ARTICLE 2. Additional Services

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

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction if required.
- 2.5 Performing survey work for preparation of topographic surveys, easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, and County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project;

preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

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

ARTICLE 3. Responsibilities of the OWNER

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

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.

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

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER a total fee **\$31,000.00** for the Preliminary Design Phase, the Final Design Phase, the Bidding Phase and the Construction Phase which shall be paid as outlined in paragraphs 4.2, 4.3 and 4.4 below (see Attachment 'D' for fee schedule):
- 4.2 For the Design Phase, a fee of **\$16,000.00** shall be paid in monthly installments as work progresses.
- 4.3 For the Construction Phase, a fee of **\$12,000.00** will be paid on a proportionate basis during project construction.

- 4.4 A final payment of **\$3,000.00** of total project engineering costs, will be retained until the final inspection has been made and as-built plans have been submitted to the OWNER.
The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.5 Omitted.
- 4.6 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER.
- 4.7 Omitted.
- 4.8 For initial topographic surveying, the OWNER will pay the ENGINEER a lump sum fee to be negotiated once the full extent of the Scope of Work is known.
- 4.9 For easement / property acquisition (including right of way) and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a lump sum fee to be negotiated once the full extent of the scope of work is known.
- 4.10 Omitted.
- 4.11 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule (Attachment 'A'). The fees shall be paid in monthly installments as work progresses.
- 4.12 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.13 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.14 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.15 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.16 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

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

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse



or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

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

ARTICLE 9. Dispute Resolution

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

ARTICLE 10. Miscellaneous

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

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

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N Dean Sr.

Title: Chairman

Attest:

(name and Title)

ENGINEER:

GOODWYN MILLS CAWOOD, LLC.

By: _____
Max Vaughn, PE

Title: Vice President of Engineering

Attest:

Juan P. Gacha
(name and Title)





2021
Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$170.00
Field Crew Supervisor	\$150.00
Survey Crew (two-man survey crew)	\$150.00
Survey Crew (three-man survey crew)	\$185.00
Survey Crew (four-man survey crew)	\$215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.56 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2021 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 500.00
Mileage above 50 miles from office, per mile.....	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 300.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 15.00
50-100 ft., per liner foot.....	\$ 18.00
Auger Boring without sampling, per foot.....	\$ 10.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 225.00
Bulk Samples from borings, each.....	\$ 50.00
Undisturbed Samples, each.....	\$ 95.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 250.00
3-man crew.....	\$ 300.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 20.00
Water truck, per hour.....	\$ 175.00
Rock coring (NX or NQ), per linear foot.....	\$ 60.00
Set-up charge for rock coring, per boring.....	\$ 150.00
Temporary casing, per linear foot.....	\$ 15.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 125.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 150.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 90.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 90.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 175.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 75.00
Moisture Content, ASTM D2216, per test.....	\$ 10.00
Permeability Test, ASTM D5084, per test.....	\$ 450.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 950.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 450.00
Consolidation Test, ASTM D2435, per test.....	\$ 475.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 500.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 400.00
Sample Preparation or Remolding, per sample.....	\$ 75.00

Personnel

Staff Professional, per hour.....	\$ 125.00
Project Manager, per hour.....	\$ 150.00
Project Engineer, P.E., per hour.....	\$ 175.00
Senior Engineer, P.E., per hour.....	\$ 200.00
Special Inspector, per hour.....	\$ 120.00
Laboratory Technician, per hour.....	\$ 75.00
Senior Engineering Technician, per hour*.....	\$ 65.00
Engineering Technician, per hour*.....	\$ 55.00
Structural Steel Inspector, CWI, per hour*.....	\$ 105.00
Word Processing, per hour*.....	\$ 50.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.55
Per diem, per man, per day.....	\$ 150.00
Subcontractor mark-up, job related.....	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday.....Hourly rate x 1.5

Technician Overtime Premium (for work on Holidays and Sunday).....Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2021 unless otherwise agreed upon

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the **MONTGOMERY COUNTY COMMISSION**, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional Engineering services and consultation performed relative to the preparation of plans and specifications for construction of

**INDUSTRIAL PARK BOULEVARD EXTENSION
IN THE MONTGOMERY INDUSTRIAL PARK TO SERVE PREMIER TECH, INC.
ALDOT CN PROJECT NO. IAR-051-000-015
CPMS NO. 100073474**

hereinafter referred to as the Project.

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

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

ARTICLE 1. Basic Services

- 1.1 The ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this agreement applies as hereinafter provided. ENGINEER shall serve as owner's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such engineer's consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any engineer's consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions of the same time and the same locality.
- 1.2 The ENGINEER shall perform professional services as hereinafter stated which includes customary civil engineering services as required by this project.

Project Scope of Work

- 1.3 The Scope of the Services shall be limited to the design and development of construction plans and bid documents for the roadway extension of Industrial Park Boulevard in the Montgomery Industrial Park to serve the new Premier Tech industrial facility as defined by the executed agreement between the OWNER and the Alabama Department of Transportation described as Project Number IAR-051-000-015.

Preliminary Design Phase

- 1.4 The preliminary design documents consisting of the preliminary layout and the Opinion of Probable Project Cost have already been established as a part of the grant application and agreement between the OWNER and the Alabama Department of Transportation (ALDOT). The ENGINEER will consult with the OWNER to review and clarify the OWNER's requirements for the project prior to beginning the Final Design Phase.

- 1.5 In consultation with OWNER, the ENGINEER will confirm the full extent of the Project, which includes the limits of the project, curb and/or gutter improvements, drainage improvements, possible utility conflicts and potential environmental issues.

Final Design Phase

- 1.6 On the basis of the accepted grant application and agreement between the OWNER and ALDOT, the ENGINEER shall prepare for incorporation in the Contract Documents final drawings and specifications that show the character and extent of the Project (hereinafter called "Drawings and Specifications").
- 1.7 The ENGINEER shall design the project to conform to all Federal, State and local standards. The Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, will govern in the development of the plans and specifications for this project.
- 1.8 The ENGINEER shall perform all route surveying for the project corridor.
- 1.9 The ENGINEER shall provide sufficient plans, specifications, cost estimates, design analysis, and other contract documents required by ALDOT to authorize the Project for construction.
- 1.10 The ENGINEER will conduct subsurface geotechnical explorations, such as borings and soil tests, as needed to evaluate the subsurface soils beneath the proposed roadway extension. The ENGINEER will prepare a report with recommendations to be included in the Final Design Phase of the construction documents.
- 1.11 The ENGINEER shall advise OWNER of any adjustments to the latest Opinion of Probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised Opinion of Probable Project Cost based on the Drawings and Specifications. The ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.12 The ENGINEER shall prepare an ADEM Stormwater permit and CBMPP plan (if required) and assist the OWNER with the submittal of the ADEM Stormwater permit prior to the Bidding Phase.
- 1.13 The ENGINEER will identify potential Utility Conflicts with the proposed Project and assist the OWNER with coordinating with Utility Owners regarding potential utility relocations. The ENGINEER will also assist the OWNER to obtain the necessary Utility Agreements if required by ALDOT that are associated with the respective utility conflicts. This Agreement does not include the design of any necessary utility relocations or providing construction drawings for utility relocations. Drawings for utility relocations shall be the responsibility of the owner of the utility to be relocated.
- 1.14 The ENGINEER will assist the OWNER with ALDOT certifications and other standard documents as required to obtain ALDOT approval for the proposed project.
- 1.15 The ENGINEER shall provide sufficient plans, specifications, bid sheets, cost estimates, design analysis, and other contract documents required for the Project.

Bidding Phase

After the OWNER's acceptance of the plans, specifications and the ENGINEER's most recent opinion of probable Project cost, and upon the OWNER's and ALDOT's authorization to proceed, the ENGINEER shall proceed with performance of the services called for in the Bidding Phase.

- 1.16 The ENGINEER shall assist the OWNER in preparing the Contract Documents, assist in preparing any necessary advertisements, assist in receiving bids and any pre-qualification applications for the Project, assist in conducting any pre-bid conferences and bid openings, and assist in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.17 The ENGINEER shall issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.18 The ENGINEER shall consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.19 The ENGINEER shall consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.20 The ENGINEER shall attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.21 All construction services (including, but not limited to construction administration, inspection, engineering and management) are not included as a part of this agreement.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work above and beyond the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below, prior to such services being performed. Compensation for the Additional Services shall be as negotiated between the OWNER and ENGINEER, the terms of which shall be included in said written amendment to this Agreement.

- 2.1 Performing additional survey work beyond the route surveying as needed for the final plan preparation, additional courthouse research for preparation of right-of-way and/or easement documents, right-of-way and/or easement preparation and acquisition, research of legal documents, boundary surveys, and post construction survey services.
- 2.2 Performing environmental permitting and investigation work such as, wetlands delineation or mitigation, subsurface soil or groundwater contamination, hazardous materials investigation, USACOE permitting, survey of endangered or threatened species (T&E Surveys), Cultural Resource Assessment surveys, etc.
- 2.3 Performing additional subsurface geotechnical investigations should unusual subsurface conditions be discovered during the Design Phase.
- 2.4 Performing traffic counts or other related traffic studies.
- 2.5 Performing right-of-way acquisition services including legal surveys, sketches, legal descriptions, plats, research of legal documents, appraisals, negotiations or any other right-of-way related services.

- 2.6 Performing services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- 2.7 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

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

- 3.1 Furnish all design and construction standards which the OWNER will require to be included in the Engineering plans and specifications.
- 3.2 Assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Assist the ENGINEER to obtain copies of all deeds, plats, property maps and other information necessary to the description and location of all existing rights-of-way and easements needed for the project.
- 3.6 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.8 The OWNER agrees to be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.9 If Additional Services are required for the Project, the OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement or as modified by written amendment hereto.

ARTICLE 4. Compensation

The OWNER agrees to pay to the ENGINEER a lump sum fee of \$ 49,250.00 for the Basic Services as outlined in Article 1 of this Agreement based on the fee schedule shown below. Payment for these Basic Services shall be made in installments (no more than once monthly) based upon percentage complete as work progresses.

- 4.1 For the Route Surveying and Mapping as described in the Final Design Phase as outlined in Article 1 of this Agreement, the OWNER will pay ENGINEER a lump sum fee of \$ 5,500.00.
- 4.2 For the subsurface geotechnical investigations as described in the Final Design Phase outlined in Article 1 of this Agreement, the OWNER will pay ENGINEER a lump sum fee of \$ 4,900.00.
- 4.3 For the Drawings and Specifications as described in the Final Design Phase outlined in Article 1 of this Agreement, the OWNER will pay ENGINEER a lump sum fee of \$ 33,850.00.
- 4.4 For the Certifications and other ALDOT approval requirements as described in the Final Design Phase outlined in Article 1 of this Agreement, the OWNER will pay ENGINEER a lump sum fee of \$ 1,500.00.
- 4.5 For the Contract Documents and other requirements described in the Bidding Phase outlined in Article 1 of this Agreement, the OWNER will pay ENGINEER a lump sum fee of \$ 3,500.00.
- 4.6 For any additional services as described in Article 1 or Article 2 that are determined to be needed or required, the OWNER can either pay the ENGINEER a fee based upon rates shown in the ENGINEER's Standard Rate & Fee Schedule or a fee that is mutually agreed upon by the OWNER and the ENGINEER and incorporated to this Agreement by written amendment.
- 4.7 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.8 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.9 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due to the ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

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

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws

or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 ENGINEER shall indemnify, defend, and hold OWNER harmless from any claims, suits, damages, or other losses directly arising from ENGINEER'S negligent and/or willful acts, errors, or omissions arising from ENGINEER'S work on the project. Likewise, OWNER shall indemnify, defend, and hold ENGINEER harmless from any claims, suits, damages, or other losses directly arising from the OWNER's negligent and/or willful acts, errors or omissions arising from the OWNER's actions.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Remedies

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

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its Engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

10.4 This Agreement is to be governed by the laws of the State of Alabama.

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

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N. Dean, Sr.

Title: Chairman

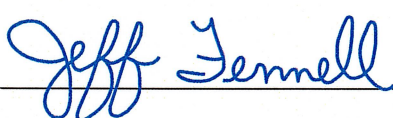
Attest:

ENGINEER:

GOODWYN MILLS CAWOOD, LLC.

By: 
Robert J. Kemp, P.E.

Title: VP Transportation

Attest:




2021
Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$170.00
Field Crew Supervisor	\$150.00
Survey Crew (two-man survey crew)	\$150.00
Survey Crew (three-man survey crew)	\$185.00
Survey Crew (four-man survey crew)	\$215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.56 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2021 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 500.00
Mileage above 50 miles from office, per mile	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day	\$ 300.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot	\$ 15.00
50-100 ft, per liner foot	\$ 18.00
Auger Boring without sampling, per foot	\$ 10.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour	\$ 225.00
Bulk Samples from borings, each	\$ 50.00
Undisturbed Samples, each	\$ 95.00
Drill crew per diem, per crew day	
2-man crew	\$ 250.00
3-man crew	\$ 300.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 20.00
Water truck, per hour	\$ 175.00
Rock coring (NX or NQ), per linear foot.....	\$ 60.00
Set-up charge for rock coring, per boring	\$ 150.00
Temporary casing, per linear foot.....	\$ 15.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 125.00
Modified Proctor, ASTM D1557/AASHTO T180, per test	\$ 150.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 90.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test	\$ 90.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test	\$ 175.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 75.00
Moisture Content, ASTM D2216, per test.....	\$ 10.00
Permeability Test, ASTM D5084, per test.....	\$ 450.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 950.00
Triaxial Shear Test (UU), ASTM D2850, per test	\$ 450.00
Consolidation Test, ASTM D2435, per test.....	\$ 475.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 500.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 400.00
Sample Preparation or Remolding, per sample	\$ 75.00

Personnel

Staff Professional, per hour	\$ 125.00
Project Manager, per hour	\$ 150.00
Project Engineer, P.E., per hour	\$ 175.00
Senior Engineer, P.E., per hour	\$ 200.00
Special Inspector, per hour.....	\$ 120.00
Laboratory Technician, per hour	\$ 75.00
Senior Engineering Technician, per hour*.....	\$ 65.00
Engineering Technician, per hour*	\$ 55.00
Structural Steel Inspector, CWI, per hour*	\$ 105.00
Word Processing, per hour*	\$ 50.00

Other

Mileage, company truck or personal vehicle, per mile	\$ 0.55
Per diem, per man, per day	\$ 150.00
Subcontractor mark-up, job related	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday

Hourly rate x 1.5

Technician Overtime Premium (for work on Holidays and Sunday)

Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2021 unless otherwise agreed upon