

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

November 2, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the November 6, 2017
Montgomery County Commission Regular Meeting

Our Commission meeting on Monday, November 6, 2017 will be held at Ramer United Methodist Church, which is located at 15153 Hobbie Road, Ramer, AL. The Information Session will begin at 5:00 p.m., followed by the Formal Session at 6:30 p.m.

The Examiners of Public Accounts will conduct the Annual Audit Exit Conference on Wednesday, November 8, 2017 at 3:00 p.m., in the Commission Conference Room. The Open Meetings Law allows the Examiners of Public Accounts to meet privately with the County Commission, Code of Alabama Section 36-25A-2, Paragraph 6-3-b-2.

On October 10, 2017, I presented my Performance Evaluation to the Commission. At this point, one Commissioner has completed the evaluation. Please complete your evaluation as soon as possible and present it to Personnel.

Cassandra Crosby and Ron Drinkard will be meeting with the Commission on November 20, 2017 to discuss the 2018 Legislative Agenda. Chairman Dean mentioned at our last Commission meeting for each Commissioner to consider legislation that you would like to discuss at this meeting.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for November 6, 2017

Waived Rules Item

2. Consider Authorization of Change Order Number 1 with Jimmy Day Plumbing, Inc., regarding Penal Shower Contract in the New Detention Facility, County Commission

Items to Consider for the Monday, November 20, 2017 Montgomery County Commission Regular Meeting Agenda

3. Consider Authorization of Equitable Sharing Agreement and Certification with the U.S. Department of Justice, Sheriff's Office
4. Consider Authorization of Budget Change Request Number 1, Sheriff's Office
5. Consider Authorization of Issuance of Credit Card for County Engineer George Speake, Engineering Department
6. Consider Authorization of Bid Award to Dubose Construction Company, LLC for a New Side Road in the Montgomery Industrial Park to Benefit Gerhardi, Project Number IAR-051-000-012, Subject to Concurrence by ALDOT, County Commission
7. Consider Adoption of Resolution Authorizing Certain Matters in Connection with the Issuance of Revenue Warrants (Montgomery County Building Project), Series 2017-B, by Montgomery County Public Building Authority, County Commission
8. Consider Adoption of Resolution Authorizing the Issuance of General Obligation Warrants, Series 2017, County Commission
9. Consider Authorization of Agreement with Goodwyn Mills and Cawood, Inc., regarding Perry Street Parking Deck Renovation Project, County Commission
10. Consider Authorization to Recognize and Deny a Statement of Claim regarding Aurora Batrez, County Commission
11. Consider Authorization of County Commission Meeting Schedule for 2018, County Commission
12. Consider Board Member Appointments to the Montgomery County Board of Human Resources, County Commission

General Information

13. Copy of Memorandum from Sheriff Derrick Cunningham regarding Objection to Issuing a Lounge Retail Liquor – Class I License to Alabama Auburn Sports Bar and Grill, 14716 Troy Highway, Mathews, Alabama
14. Copy of Email from Project Manager Glazer Robinson with Robinson and Associates Architecture, Inc., regarding Change Order Proposal Numbers 1 through 6 concerning the Montgomery County Sheriff's Maintenance Shop, County Commission
15. Copy of Email from Sheriff Derrick Cunningham regarding a Law Enforcement Agreement between The Poarch Band of Creek Indian Tribe and the Montgomery County Sheriff's Office

16. Copy of Program Management Agreement with TCU Consulting Services, LLC regarding Montgomery County Department of Human Resources Project
17. Copy of Program Management Agreement with TCU Consulting Services, LLC regarding Montgomery County Miscellaneous Capital Projects
18. Copy of Schedule of Upcoming Bids/Contract Renewals for November – December 2017

Future Budget Changes from Donation Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
Liberty Learning Foundation, Inc.	\$ 25,000.00
Valiant Cross Academy	\$ 42,963.06
Montgomery Education Foundation	\$ 32,000.00
E.A.T. South Farm	\$ 10,000.00
Women of Hope	\$ 13,500.00
Montgomery Symphony Association	\$ 20,000.00
House to House	\$ 12,400.00
Heritage Training & Career Center	\$ 20,000.00
Second Chance Foundation	<u>\$ 25,000.00</u>
Total - Requests for Funding	\$200,863.06

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
NOVEMBER 6, 2017

- 5:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 5:10 p.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Presentation regarding Land Acquisition
- 5:20 p.m. Sherriff Derrick Cunningham – Presentation regarding Equitable Sharing Agreement and Certification with the U.S. Department of Justice (**Future Agenda Item 3-1**), Budget Change Request Number 1 (**Future Agenda Item 4-1**), Objection to Issuing a Lounge Retail Liquor – Class I License to Alabama Auburn Sports Bar and Grill, 14716 Troy Highway, Mathews, Alabama (**General Information Item 13-1**), and Law Enforcement Agreement between The Poarch Band of Creek Indian Tribe and the Montgomery County Sheriff's Office (**General Information Item 15-1**)
- 5:30 p.m. General Manager Daryl Rutland with Advanced Disposal – Presentation regarding Advanced Disposal Services
- 5:40 p.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information System Operations
- 5:50 p.m. County Engineer George Speake – Presentation regarding Issuance of Credit Card for County Engineer George Speake (**Future Agenda Item 5-1**) and Bid Award to Dubose Construction Company, LLC for a New Side Road in the Montgomery Industrial Park to Benefit Gerhardt, Project Number IAR-051-000-012, Subject to Concurrence by ALDOT (**Future Agenda Item 6-1**)
- 6:00 p.m. Managing Partner W. Ken Upchurch, III with TCU Consulting, LLC – Presentation regarding Program Management Agreement with TCU Consulting Services, LLC regarding Montgomery County Department of Human Resources Project and Montgomery County Miscellaneous Capital Projects (**General Information Item 16-1 and 17-1**)
- 6:10 p.m. Managing Director Mike Dunn with STIFEL – Presentation regarding Resolution Authorizing Certain Matters in Connection with the Issuance of Revenue Warrants (Montgomery County Building Project), Series 2017-B, by Montgomery County Public Building Authority (**Future Agenda Item 7-1**) and Presentation regarding Resolution Authorizing the Issuance of General Obligation Warrants, Series 2017 (**Future Agenda Item 8-1**)
- 6:30 p.m. Formal Session
- 7:00 p.m. Adjourn

November 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator 

SUBJECT: Jail Shower Repair

Please find attached a Change Order in the amount of \$4,244.35 to complete installation of a penal shower in the new jail to test the proposed repair prior to replacement of all 63 showers, as recommended by TCU. I request that rules be waived and the Change Order be placed on the agenda for approval.

Attachment

Jimmy Day Plumbing, Inc.
P. O. Box 210661
Montgomery, AL 36121-0661
334-270-1783

Proposal Submitted To	Date
Montgomery County Commission	10/17/2017
Street	Job Name
101 S. Lawrence Street P.O. Box 1667	Penal Shower Mock Up PO# 2017-00070371
City, State and Zip Code	Job Location
Montgomery, AL 36102	County Jail #2
Lamar Allen	

We hereby submit specifications and estimates for:

Change order proposal #1 to the original agreement dated March 29, 2017 with the May 1, 2017 date of acceptance attached hereto.

Change Order Request:

Floor Topcoat	\$1249.00
Weld Repair	\$1950.00
Waterproofing	\$299.50
Seam Recaulk	\$360.00
Total	\$3858.50
10%	385.85
Total Change Order Req.	\$4244.35

TCU
RECOMMENDED FOR
APPROVAL
DATE 10/20/2017

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$4,244.35)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature David Fields

NOTE: This proposal may be withdrawn
by us if not accepted within 90 days.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

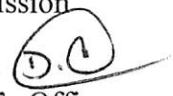
COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MONTGOMERY CO. COMMISSION
OCT 30 '17 PM 4:33

October 30, 2017

MEMORANDUM

TO : Mr. Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Equitable Sharing Agreement and Certification
Wesley Richerson

Please find attached a Equitable Sharing Agreement and Certification regarding Lieutenant Wesley Richerson. Please sign where indicated on page 4 and let Christie know at ext. 7106 once it has been signed.

If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL0030000

Agency Name: Montgomery County Sheriff Office

Type: Sheriff's Office

Mailing Address: 115 South Perry Street
Montgomery, AL 36104

Finance Contact

Name: Richerson, Wesley

Phone: 3348327789

Email: wesleyricherson@mc-ala.org

ESAC Preparer

Name: Richerson, Wesley

Phone: 3348327789

Email: wesleyricherson@mc-ala.org

FY End Date: 09/30/2017

Agency FY 2018 Budget: \$30,369,183.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$16,896.98	\$8,968.10
2	Equitable Sharing Funds Received	\$69,317.36	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$86,214.34	\$8,968.10
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$86,214.34	\$8,968.10

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

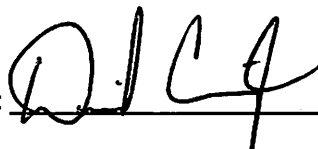
7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cunningham, Derrick
Title: Sheriff of Montgomery County
Email: DerrickCunningham@mc-ala.org

Signature: 

Date: 10/30/2017

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Dean, Elton N.
Title: Chairman, Montgomery County
Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Request Number: 1

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION: The 2017 Budget had \$110,150 budgeted for the purchase of 4 replacement vehicles. The vehicles were ordered in May and July 2017 but not received as of September 30, 2017. This is moving the unused funds to the 2018 budget.

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

October 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request from the Engineering Department for a Credit Card

Attached is a memorandum from County Engineer George Speake regarding a request for a credit card to be used by him for registration and training expenses and also for permits. I have discussed this request with the Examiners of Public Accounts and they have advised that the credit card will have to be issued to a specific individual who would be personally accountable for all charges.

I am requesting approval for the issuance of one credit card to County Engineer George Speake. The card is to be limited to permit fees, purchasing airline tickets, lodging, and registration. The credit card is not to be used for purchases of gas, meals, room service charges, or movie rentals, etc. Any other charges would require pre-approval by the County Commission. In addition, if any charges are made that are improper, then the party to whom the credit card was issued shall have to promptly repay the Montgomery County Commission that amount plus any and all costs related to collecting same. The holder of a credit card would immediately relinquish their card if it was determined that the credit card was misused or improprieties were noted. It is imperative for credit card statements to be processed and paid timely in that the County Commission does not pay finance charges or late fees.

Attached is a Travel/Expenses Reimbursement Form which is to be completed and submitted to Purchasing with each travel reimbursement request in which a credit card was utilized.

/tn

Attachments

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
Kevin A. Boone, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

October 31, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
10/31/17

SUBJECT: Credit Card

It is requested that one (1) credit card be issued in my name to be used by the Montgomery County Engineering Department in making online payments to ADEM associated with renewing and maintaining NPDES permits for our District II pit and the Hall/Cantelou pit. In the past we have prepared and submitted paper permits and paid with a check, but ADEM has now converted to a totally electronic permitting process which requires a credit card number in order to pay the processing fee for these permits.

In the future this credit card will only be used for electronic payments for county related expenses such as permits/registrations and training expenses. The card will remain in our office. The accounting for this credit card will be handled through our office and held to the standards of the current policy of the Montgomery County Commission and the Montgomery County Engineering Department. Approval of this matter would be greatly appreciated since we are in the process of renewing permits for both pits.

GCS/gcs

cc; File



November 1, 2017

Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

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

ATTN: Mr. Donald L. Mims – Administrator

RE: Project No. IAR-051-000-012
A New Side Road in Montgomery Industrial Park
To Benefit Gerhardt
Montgomery County, Alabama

Dear Sir:

Goodwyn, Mills & Cawood, Inc. has reviewed the bids submitted for the above-referenced project received by 2:00 p.m., Friday, October 27, 2017.

Five (5) bids were received and opened in accordance with all applicable State of Alabama bid laws. The low bid was submitted by Dubose Construction Company, LLC from Mt. Meigs, AL. This contractor is licensed and in good standing with the Alabama Licensing Board for General Contractors. They are also on the Alabama Department of Transportation (ALDOT) list of Pre-Qualified Contractors as required by the contract documents. Goodwyn, Mills & Cawood, Inc. recommends award of the contract to Dubose Construction Company, LLC in the amount bid of **\$367,911.50**. We have enclosed a bid tabulation and a copy of the bid proposal from Dubose Construction Company, LLC for your files.

In accordance with your agreement with the State of Alabama, ALDOT must provide their concurrence with the award recommendation prior to the County awarding the project. We recommend that you submit a request for ALDOT concurrence to proceed with awarding the project to Dubose Construction Company, LLC.

Should you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely,

Jeff Fennell, P.E.
Transportation Engineering

Enclosures

TABULATION OF BIDS
A NEW SIDE ROAD IN MONTGOMERY INDUSTRIAL PARK TO BENEFIT GERHARDI
FOR THE MONTGOMERY COUNTY COMMISSION

ALDOT PROJECT NO. IAR-051-000-012

GMC PROJECT NO. TMGM-170003

BID OPENING: FRIDAY, OCTOBER 27, 2017 @ 2:00 P.M.

Dubose Construction Co., LLC
 Mt. Airy, AL

McDonald Construction Co., Inc.
 Union Springs, AL

W.S. Newell & Sons, Inc.
 Montgomery, AL

Wingress Construction Co., Inc.
 Montgomery, AL

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
1	201A002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$4,000 PER ACRE) (APPROXIMATELY 1 ACRE)	1 LUMP SUM	\$ 4,000.00	\$ 4,000.00
2	2000010	REMOVING CONCRETE DRIVEWAY	11 SQ YD	\$ 10.00	\$ 110.00
3	2000000	REMOVING PIPE	22 LIN FT	\$ 15.00	\$ 330.00
4	2000003	REMOVING CURB AND GUTTER	89 LIN FT	\$ 7.50	\$ 622.50
5	2005001	REMOVING INLETS	1 EACH	\$ 750.00	\$ 750.00
6	2005004	REMOVING INLETS (PARTIAL)	3 EACH	\$ 600.00	\$ 1,800.00
7	210A000	UNCLASSIFIED EXCAVATION	5226 CU YD	\$ 3.50	\$ 18,301.50
8	2100021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-1 OR BETTER)	4502 CU YD	\$ 12.00	\$ 54,024.00
9	211A000	STRUCTURE EXCAVATION	119 CU YD	\$ 10.00	\$ 1,190.00
10	2110001	FOUNDATION BACKFILL COMMERCIAL	37 CU YD	\$ 30.00	\$ 1,110.00
11	220A000	ROADBED PROGRESSING	9 ROAD STA	\$ 650.00	\$ 5,850.00
12	301A012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	6287 SQ YD	\$ 9.00	\$ 47,403.00
13	3060077	CRUSHED AGGREGATE, SECTION 626, FOR MISCELLANEOUS USE	20 TON	\$ 30.00	\$ 600.00
14	401A000	BITUMINOUS TREATMENT A	4315 SQ YD	\$ 1.00	\$ 4,315.00
15	405A000	TACK COAT	401 GALLON	\$ 5.00	\$ 2,005.00
16	407B000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	1 MILE	\$ 250.00	\$ 250.00
17	42A1300	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1 1/2" MAXIMUM AGGREGATE SIZE MAX. ESAL RANGE C/D	289 TON	\$ 68.00	\$ 22,774.00
18	42A0801	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MAX. ESAL RANGE C/D	504 TON	\$ 77.00	\$ 38,808.00
19	42B0807	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1 1/2" MAXIMUM AGGREGATE SIZE MAX. ESAL RANGE C/D	25 TON	\$ 90.00	\$ 2,250.00
20	42B0801	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MAX. ESAL RANGE C/D	504 TON	\$ 77.00	\$ 38,808.00
21	55A0002	24" ROADWAY PIPE (CLASS 9 R.C.)	112 LIN FT	\$ 50.00	\$ 5,600.00

UNIT PRICE	AMOUNT BID
\$ 4,000.00	\$ 4,000.00
\$ 70.00	\$ 770.00
\$ 40.00	\$ 880.00
\$ 16.00	\$ 1,328.00
\$ 475.00	\$ 475.00
\$ 475.00	\$ 1,425.00
\$ 3.50	\$ 18,301.50
\$ 11.25	\$ 50,847.50
\$ 10.00	\$ 1,904.00
\$ 40.50	\$ 1,498.50
\$ 350.00	\$ 3,150.00
\$ 9.03	\$ 47,591.01
\$ 52.00	\$ 1,040.00
\$ 1.00	\$ 4,315.00
\$ 3.30	\$ 1,323.30
\$ 375.00	\$ 375.00
\$ 94.00	\$ 24,348.00
\$ 73.00	\$ 36,792.00
\$ 90.00	\$ 2,250.00
\$ 73.00	\$ 36,792.00
\$ 52.33	\$ 5,880.96

UNIT PRICE	AMOUNT BID
\$ 4,000.00	\$ 4,000.00
\$ 15.00	\$ 165.00
\$ 350.00	\$ 7,700.00
\$ 10.00	\$ 830.00
\$ 4,000.00	\$ 4,000.00
\$ 1,500.00	\$ 4,500.00
\$ 6.50	\$ 33,969.50
\$ 10.75	\$ 48,398.50
\$ 25.00	\$ 2,975.00
\$ 65.00	\$ 3,145.00
\$ 330.00	\$ 2,970.00
\$ 9.20	\$ 48,459.40
\$ 45.00	\$ 900.00
\$ 0.50	\$ 2,157.50
\$ 6.00	\$ 2,408.00
\$ 180.00	\$ 180.00
\$ 80.00	\$ 20,720.00
\$ 85.00	\$ 42,840.00
\$ 125.00	\$ 3,125.00
\$ 60.00	\$ 40,320.00
\$ 80.00	\$ 8,960.00

UNIT PRICE	AMOUNT BID
\$ 4,000.00	\$ 4,000.00
\$ 50.51	\$ 555.61
\$ 15.15	\$ 333.30
\$ 10.10	\$ 838.30
\$ 505.05	\$ 505.05
\$ 505.05	\$ 1,515.15
\$ 9.88	\$ 51,062.52
\$ 12.37	\$ 55,659.74
\$ 8.08	\$ 991.52
\$ 50.51	\$ 1,858.87
\$ 757.58	\$ 6,818.22
\$ 9.85	\$ 51,079.95
\$ 50.51	\$ 1,010.20
\$ 0.98	\$ 4,142.40
\$ 3.03	\$ 1,215.03
\$ 356.08	\$ 356.08
\$ 88.80	\$ 23,288.20
\$ 89.34	\$ 34,947.36
\$ 88.92	\$ 2,173.00
\$ 69.34	\$ 34,947.36
\$ 60.61	\$ 6,788.32

UNIT PRICE	AMOUNT BID
\$ 4,000.00	\$ 4,000.00
\$ 71.00	\$ 781.00
\$ 40.50	\$ 891.00
\$ 16.15	\$ 1,340.45
\$ 478.00	\$ 478.00
\$ 478.00	\$ 1,437.00
\$ 3.90	\$ 18,824.40
\$ 11.40	\$ 51,322.80
\$ 16.15	\$ 1,821.85
\$ 40.80	\$ 1,509.60
\$ 353.00	\$ 3,177.00
\$ 9.10	\$ 47,929.70
\$ 2.65	\$ 53.00
\$ 0.50	\$ 2,157.50
\$ 7.00	\$ 2,807.00
\$ 130.00	\$ 130.00
\$ 75.00	\$ 19,425.00
\$ 65.00	\$ 32,760.00
\$ 125.00	\$ 3,125.00
\$ 75.00	\$ 37,600.00
\$ 52.76	\$ 5,906.00

Winegrass Construction Co., Inc.
Montgomery, AL

UNIT PRICE	AMOUNT BID
\$ 124,000.00	\$ 124,000.00
\$ 910.00	\$ 910.00
\$ 32.00	\$ 8,000.00
\$ 3.30	\$ 330.00
\$ 4,388.00	\$ 4,388.00
\$ 4,104.00	\$ 8,208.00
\$ 2,883.00	\$ 5,328.00
\$ 378.00	\$ 1,890.00
\$ 2,955.00	\$ 2,955.00
\$ 3,576.00	\$ 3,576.00
\$ 5,432.00	\$ 5,432.00
\$ 3,850.00	\$ 15,400.00
\$ 2,700.00	\$ 2,700.00
\$ 378.00	\$ 756.00
\$ 378.00	\$ 378.00
\$ 13.70	\$ 20,344.50
\$ 5.00	\$ 5,785.00
\$ 1,210.00	\$ 1,210.00
\$ 5.00	\$ 4,125.00
\$ 1,108.00	\$ 1,108.00
\$ 2.50	\$ 125.00
\$ 9.80	\$ 240.00
\$ 2.30	\$ 480.00
\$ 3.50	\$ 4,200.00
\$ 62.00	\$ 2,480.00
\$ 1.30	\$ 1,580.00
\$ 272.00	\$ 3,284.00
\$ 9.00	\$ 900.00

W.S. Newell & Sons, Inc.
Montgomery, AL

UNIT PRICE	AMOUNT BID
\$ 40,851.52	\$ 40,851.52
\$ 303.03	\$ 303.03
\$ 20.20	\$ 5,050.00
\$ 5.05	\$ 505.00
\$ 4,292.83	\$ 4,292.83
\$ 4,292.83	\$ 8,585.66
\$ 4,292.83	\$ 8,585.66
\$ 277.78	\$ 1,388.90
\$ 5,050.51	\$ 5,050.51
\$ 4,595.98	\$ 4,595.98
\$ 4,595.98	\$ 4,595.98
\$ 4,797.88	\$ 19,191.02
\$ 5,050.51	\$ 5,050.51
\$ 277.78	\$ 555.56
\$ 14.39	\$ 21,389.15
\$ 5.05	\$ 5,942.85
\$ 1,282.83	\$ 1,282.83
\$ 8.08	\$ 4,098.50
\$ 1,282.83	\$ 1,282.83
\$ 8.08	\$ 303.00
\$ 10.10	\$ 282.50
\$ 8.08	\$ 1,018.00
\$ 4.04	\$ 4,948.00
\$ 65.89	\$ 2,626.40
\$ 0.25	\$ 300.00
\$ 429.28	\$ 5,151.43
\$ 8.03	\$ 803.00

McDonald Construction Co., Inc.
Union Springs, AL

UNIT PRICE	AMOUNT BID
\$ 24,000.00	\$ 24,000.00
\$ 2,200.00	\$ 2,200.00
\$ 27.00	\$ 6,750.00
\$ 3.00	\$ 300.00
\$ 4,800.00	\$ 4,800.00
\$ 3,500.00	\$ 7,000.00
\$ 1,500.00	\$ 3,000.00
\$ 650.00	\$ 3,250.00
\$ 2,500.00	\$ 2,500.00
\$ 3,500.00	\$ 3,500.00
\$ 3,500.00	\$ 3,500.00
\$ 3,500.00	\$ 15,200.00
\$ 2,750.00	\$ 2,750.00
\$ 800.00	\$ 1,600.00
\$ 800.00	\$ 800.00
\$ 13.50	\$ 20,047.50
\$ 10.00	\$ 11,570.00
\$ 1,800.00	\$ 1,800.00
\$ 3.80	\$ 3,135.00
\$ 1,800.00	\$ 1,800.00
\$ 1.00	\$ 50.00
\$ 4.00	\$ 100.00
\$ 4.00	\$ 800.00
\$ 3.50	\$ 4,200.00
\$ 35.00	\$ 1,400.00
\$ 1.20	\$ 1,440.00
\$ 300.00	\$ 3,600.00
\$ 4.00	\$ 400.00

David Budget, Inc.
Montgomery, AL

UNIT PRICE	AMOUNT BID
\$ 28,985.00	\$ 28,985.00
\$ 500.00	\$ 500.00
\$ 16.00	\$ 4,000.00
\$ 3.25	\$ 325.00
\$ 4,332.03	\$ 4,332.03
\$ 4,072.05	\$ 8,144.10
\$ 2,842.33	\$ 5,284.66
\$ 375.00	\$ 1,875.00
\$ 2,832.15	\$ 2,832.15
\$ 3,548.39	\$ 3,548.39
\$ 5,390.80	\$ 5,390.80
\$ 3,820.26	\$ 15,281.04
\$ 2,882.15	\$ 2,882.15
\$ 375.00	\$ 750.00
\$ 375.00	\$ 375.00
\$ 16.00	\$ 23,760.00
\$ 5.00	\$ 5,785.00
\$ 1,200.00	\$ 1,200.00
\$ 4.90	\$ 4,042.50
\$ 1,100.00	\$ 1,100.00
\$ 2.50	\$ 125.00
\$ 9.50	\$ 237.50
\$ 2.30	\$ 460.00
\$ 3.50	\$ 4,200.00
\$ 61.25	\$ 2,450.00
\$ 1.25	\$ 1,500.00
\$ 270.00	\$ 3,240.00
\$ 8.00	\$ 800.00

Dubose Construction Co., LLC
Mt. Airy, AL

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
22	00A020	MOBILIZATION	1 LUMP SUM	\$ 15,000.00	\$ 15,000.00
23	00B001	SPECIAL UNDERDRAIN OUTLET, TYPE B	1 EACH	\$ 500.00	\$ 500.00
24	00A020	6" UNDERDRAIN PIPE	250 LIN FT	\$ 15.00	\$ 3,750.00
25	010003	FLTER BLANKET, GEOTEXTILE	100 SQ YD	\$ 3.50	\$ 350.00
26	021A011	JUNCTION BOXES, TYPE 1 OR 1P	1 EACH	\$ 3,500.00	\$ 3,500.00
27	021A019	JUNCTION BOXES, TYPE 1 OR 2P	2 EACH	\$ 3,500.00	\$ 7,000.00
28	021A027	JUNCTION BOXES, TYPE PARTIAL	2 EACH	\$ 2,500.00	\$ 5,000.00
29	021B014	JUNCTION BOX UNITS, TYPE 1 OR 1P	6 EACH	\$ 500.00	\$ 2,500.00
30	021C001	INLETS, TYPE B	1 EACH	\$ 5,000.00	\$ 5,000.00
31	021C015	INLETS, TYPE S1 OR S3 (1 WING)	1 EACH	\$ 3,250.00	\$ 3,250.00
32	021C016	INLETS, TYPE S2 OR S4 (1 WING)	1 EACH	\$ 3,250.00	\$ 3,250.00
33	021C017	INLETS, TYPE S1 OR S3 (2 WING)	4 EACH	\$ 3,500.00	\$ 14,000.00
34	021C041	INLETS, TYPE B (MODIFIED)	1 EACH	\$ 3,500.00	\$ 3,500.00
35	021D015	INLET UNITS, TYPE S1 OR S3	2 EACH	\$ 500.00	\$ 1,000.00
36	021D016	INLET UNITS, TYPE S2 OR S4	1 EACH	\$ 500.00	\$ 500.00
37	022C000	COMBINATION CURB & GUTTER, TYPE C	1485 LIN FT	\$ 12.00	\$ 17,820.00
38	055B000	TOPSOIL FROM STOCKPILES	1107 CU YD	\$ 4.00	\$ 4,428.00
39	055A100	SEEDING	1 ACRE	\$ 800.00	\$ 800.00
40	054A001	SOLID BODDING (BERMUDA)	825 SQ YD	\$ 4.00	\$ 3,300.00
41	050A010	MULCHING	1 ACRE	\$ 700.00	\$ 700.00
42	005B000	POLYETHYLENE	60 SQ YD	\$ 5.00	\$ 300.00
43	005F000	HAY BALES	25 EACH	\$ 10.00	\$ 250.00
44	0050000	SAND BAGS	200 EACH	\$ 5.00	\$ 1,000.00
45	005A002	SLT FENCE	1200 LIN FT	\$ 2.50	\$ 3,000.00
46	0050000	TEMPORARY CONCRE AGGREGATE, ALDOT NUMBER 1	40 TON	\$ 35.00	\$ 1,400.00
47	0050001	SLT FENCE REMOVAL	1200 LIN FT	\$ 1.00	\$ 1,200.00
48	005P005	INLET PROTECTION, STAGE 3 OR 4	12 EACH	\$ 350.00	\$ 4,200.00
49	0050002	WATTLE	100 LIN FT	\$ 7.00	\$ 700.00

Dobson Construction Co., LLC Mt. Meigs, AL					David Butler, Inc. Montgomery, AL					McDonald Construction Co., Inc. Union Springs, AL					W.S. Newell & Sons, Inc. Montgomery, AL					Wincrest Construction Co., Inc. Montgomery, AL				
LINE NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID						
50	680A001 PEST CONTROL TREATMENT	1 ACRE	\$ 50.00	\$ 50.00	\$ 450.00	\$ 450.00	\$ 12.00	\$ 12.00	\$ 126.26	\$ 126.26	\$ 126.26	\$ 126.26	\$ 454.00	\$ 454.00	\$ 454.00	\$ 454.00	\$ 4,030.00	\$ 4,030.00						
51	680A001 GEOMETRIC CONTROLS	1 LUMP SUM	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,600.00	\$ 6,600.00	\$ 12,026.26	\$ 12,026.26	\$ 12,026.26	\$ 12,026.26	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00						
52	680A000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$ 25,000)	1 LUMP SUM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00						
53	7010265 SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1396 LIN FT	\$ 1.50	\$ 2,094.00	\$ 1.30	\$ 1,798.80	\$ 1.35	\$ 1,903.80	\$ 1.28	\$ 1,710.08	\$ 1.28	\$ 1,710.08	\$ 5.05	\$ 188.85	\$ 1.15	\$ 1,538.40	\$ 1.15	\$ 1,538.40						
54	709A002 TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	37 SQ FT	\$ 5.50	\$ 203.50	\$ 6.00	\$ 222.00	\$ 20.00	\$ 740.00	\$ 5.56	\$ 205.72	\$ 5.56	\$ 205.72	\$ 10.00	\$ 370.00	\$ 10.00	\$ 370.00	\$ 10.00	\$ 370.00						
55	709A007 PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	17 EACH	\$ 16.00	\$ 272.00	\$ 14.00	\$ 238.00	\$ 15.00	\$ 255.00	\$ 11.11	\$ 188.87	\$ 11.11	\$ 188.87	\$ 10.00	\$ 170.00	\$ 10.00	\$ 170.00	\$ 10.00	\$ 170.00						
56	710A126 CLASS B, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE X BACKGROUND)	8 SQ FT	\$ 15.00	\$ 120.00	\$ 13.00	\$ 104.00	\$ 15.00	\$ 120.00	\$ 11.11	\$ 88.88	\$ 11.11	\$ 88.88	\$ 10.00	\$ 80.00	\$ 10.00	\$ 80.00	\$ 10.00	\$ 80.00						
57	710B021 ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2" 14 GA SQUARE TUBULAR STEEL)	13 LIN FT	\$ 10.00	\$ 130.00	\$ 12.00	\$ 156.00	\$ 8.00	\$ 104.00	\$ 8.89	\$ 115.57	\$ 8.89	\$ 115.57	\$ 8.00	\$ 104.00	\$ 8.00	\$ 104.00	\$ 8.00	\$ 104.00						
58	746B000 CONSTRUCTION SIGNS	50 SQ FT	\$ 10.00	\$ 500.00	\$ 15.00	\$ 750.00	\$ 12.00	\$ 600.00	\$ 10.10	\$ 505.00	\$ 10.10	\$ 505.00	\$ 8.00	\$ 400.00	\$ 8.00	\$ 400.00	\$ 8.00	\$ 400.00						
59	740C000 CHANNELIZING DRUMS	20 EACH	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00	\$ 55.00	\$ 1,100.00	\$ 45.45	\$ 909.00	\$ 45.45	\$ 909.00	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00						
60	746F002 BARRICADES, TYPE III	4 EACH	\$ 275.00	\$ 1,100.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 227.27	\$ 909.08	\$ 227.27	\$ 909.08	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00						
61	740K002 WARNING LIGHTS, TYPE B	2 EACH	\$ 200.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 150.00	\$ 300.00	\$ 252.53	\$ 505.06	\$ 252.53	\$ 505.06	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00						
TOTAL BID AMOUNT:				\$ 387,914.50					\$ 429,282.00					\$ 482,670.38					\$ 477,370.05					

To the best of our knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.

Jeff Jernell
 Jeff B. Ferrell, CEI License No. 26074

**Resolution Authorizing Certain Matters in Connection with the
Issuance of Revenue Warrants (Montgomery County Building Project), Series 2017-B, by
Montgomery County Public Building Authority**

WHEREAS, Montgomery County, a political subdivision of the State of Alabama (the "County"), has requested that the Montgomery County Public Building Authority, a public corporation organized under the laws of the State of Alabama (the "Authority"), issue its Revenue Warrants (Montgomery County Building Project), Series 2017-B (the "Series 2017-B Warrants") for the purpose of (a) financing various capital improvements to buildings and facilities of the Authority, as more particularly described in the exhibits to the Lease Agreement referred to below (such additional improvements being referred to herein as the "Warrant-Financed Facilities"), and (b) paying the costs of issuing the Series 2017-B Warrants;

WHEREAS, the Series 2017-B Warrants will be issued pursuant to a Trust Indenture dated as of August 1, 2006 (the "Original Indenture") between the Authority and Regions Bank, an Alabama banking corporation (the "Trustee"), as heretofore amended and supplemented, and as further amended and supplemented by a Fourth Supplemental Indenture dated as of December 1, 2017 (the "Fourth Supplemental Indenture"; and together with the Original Indenture, as amended, being herein collectively referred to as the "Indenture");

WHEREAS, pursuant to a Lease Agreement dated as of August 1, 2006 (the "Original Lease") between the Authority and the County, as heretofore amended and supplemented, and as further amended and supplemented by a Fourth Supplemental Lease Agreement (the "Fourth Supplemental Lease"; and together with the Original Lease, as amended, being herein collectively referred to as the "Lease"), the Warrant-Financed Facilities will be leased by the Authority to the County and the County will agree to pay rentals at times and in amounts sufficient to pay the principal of, premium (if any) and interest on the Series 2017-B Warrants when due;

WHEREAS, the Series 2017-B Warrants shall be limited obligations of the Authority payable solely out of (a) payments by the County pursuant to the Lease Agreement and (b) any other revenues, rentals or receipts derived by the Authority from the leasing or sale of the Warrant-Financed Facilities; such pledge in favor of the Series 2017-B Warrants will be on parity of lien with the pledge thereof in favor of certain outstanding warrants issued by the Authority pursuant to the Indenture;

WHEREAS, the Series 2017-B Warrants will be sold on the terms and conditions contained in a warrant purchase agreement (the "Warrant Purchase Agreement") between the Authority, the County and Stifel, Nicolaus & Company, Inc. (the "Underwriter");

WHEREAS, a preliminary official statement (the "Preliminary Official Statement") describing the terms and conditions of the Series 2017-B Warrants and the related financing documents has been prepared for distribution to prospective purchasers of the Series 2017-B Warrants, and a final official statement (the "Official Statement") in substantially the form of the Preliminary Official Statement will be prepared and distributed subsequent to the execution of the Warrant Purchase Agreement;

WHEREAS, in order to provide for compliance with the continuing disclosure requirements of Rule 15c2-12 of the United States Securities and Exchange Commission in connection with issuance of the Series 2017-B Warrants, the County will enter into a continuing disclosure agreement (the "County Continuing Disclosure Agreement") and the City will enter into a continuing disclosure agreement (the "City Continuing Disclosure Agreement"); and

WHEREAS, copies of the proposed Indenture, Lease Agreement, Warrant Purchase Agreement, Preliminary Official Statement and Continuing Disclosure Agreement (herein collectively referred to as

the "Financing Documents") have been presented to, considered and approved by the Montgomery County Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION, THE GOVERNING BODY OF THE COUNTY, as follows:

1. The Montgomery County Commission, the governing body of the County, does hereby approve, authorize, ratify and confirm (a) the issuance of the Series 2017-B Warrants, (b) the execution and delivery of the Financing Documents by the parties to such instruments, and (c) the consummation of all other transactions described in the recitals to this resolution and contemplated by the Financing Documents (the "Plan of Financing"). If, and to the extent, the County spends monies out of its general fund to pay costs in connection with the acquisition and construction of the Warrant-Financed Facilities prior to the issuance of the Series 2017-B Warrants, the Montgomery County Commission hereby expresses its official intent, pursuant to Sec. 1.150-2(e)(2)(ii), that proceeds of the Series 2017-B Warrants may be used in part to reimburse the County for such expenditures.

2. The Montgomery County Commission, the governing body of the County, does hereby approve and deem final for purposes of Rule 15c2-12, the Preliminary Official Statement in the form presented to the Montgomery County Commission, the governing body of the County, at this meeting, and the Montgomery County Commission, the governing body of the County, does hereby approve, authorize, ratify and confirm the distribution, of an Official Statement following the sale of the Series 2017-B Bonds to the Underwriter in substantially the form of the Preliminary Official Statement, with such changes and additions as the officer executing such document shall approve.

3. The Chairman of the Montgomery County Commission is hereby authorized and directed to execute and deliver the Financing Documents to which the County will be a party in substantially the form presented to the Montgomery County Commission at this meeting with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his execution of such instruments. The appropriate officer of the County is hereby authorized and directed to affix the corporate seal of the County to such instruments and to attest the same.

4. The Series 2017-B Warrants shall be sold to the Underwriter on the terms and conditions contained in the Warrant Purchase Agreement, provided, however, the Chairman shall not execute and deliver the Bond Purchase Agreement unless (1) the principal amount of the Series 2017-B Warrants does not exceed \$26,500,000; (2) the final maturity date for the Series 2017-B Warrants is not later than September 1, 2047; (3) the weighted average maturity of the Series 2017-B Warrants does not exceed 25.0 years; (4) the all-in total interest cost for the Series 2017-B Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriter's discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2017-B Warrants, and any other costs of issuance paid from proceeds of the Series 2017-B Warrants) is not greater than 5.50%; and (5) the underwriter's discount reflected in the Purchase Agreement does not exceed \$10.00 per thousand dollars of the principal amount of the Series 2017-B Warrants. The Chairman's execution and delivery of the Warrant Purchase Agreement shall constitute such officer's approval of the final pricing terms of the Series 2017-B Warrants.

5. The officers of the County and any person or persons designated and authorized by any officer of the County to act in the name and on behalf of the County, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates,

agreements, further assurances, or other instruments or communications, under the corporate seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the Plan of Financing, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Series 2017-B Warrants, the absence of any pending or threatened litigation with respect to the Series 2017-B Warrants, the Financing Documents and the Plan of Financing, and the exemption of interest on the Series 2017-B Warrants from federal and State of Alabama income taxation.

6. Each act of any officer or officers of the County or any person or persons designated and authorized to act by any officer of the County, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

**A RESOLUTION AUTHORIZING THE ISSUANCE
OF
GENERAL OBLIGATION WARRANTS, SERIES 2017**

Adopted by

the

County Commission of Montgomery County

on

November __, 2017

TABLE OF CONTENTS

	PAGE
ARTICLE 1 Definitions and Other Provisions of General Application.....	1
SECTION 1.1 Definitions	1
SECTION 1.2 General Rules of Construction.....	4
ARTICLE 2 Findings, Representations and Warranties	4
SECTION 2.1 Findings, Representations and Warranties.....	4
ARTICLE 3 The Series 2017 Warrants	5
SECTION 3.1 Authorization of Series 2017 Warrants	5
SECTION 3.2 Parameters Relating to Amount and Terms	5
SECTION 3.3 Form of Series 2017 Warrant	6
SECTION 3.4 Execution and Authentication.....	11
SECTION 3.5 Temporary Series 2017 Warrants	12
SECTION 3.6 Registration, Transfer and Exchange.....	12
SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Series 2017 Warrants	13
SECTION 3.8 Payment of Interest on Series 2017 Warrants; Interest Rights Preserved	13
SECTION 3.9 Persons Deemed Owners	14
SECTION 3.10 Paying Agent	14
SECTION 3.11 Book Entry Only System.....	15
SECTION 3.12 Payments Due on a Day Other Than a Business Day.....	16
SECTION 3.13 Cancellation.....	16
ARTICLE 4 Redemption of Series 2017 Warrants.....	16
SECTION 4.1 General Applicability of Article	16
SECTION 4.2 Election to Redeem; Notice to Paying Agent	16
SECTION 4.3 Selection by Paying Agent of Series 2017 Warrants to be Redeemed	17
SECTION 4.4 Notice of Redemption.....	17
SECTION 4.5 Deposit of Redemption Price.....	18
SECTION 4.6 Series 2017 Warrants Payable on Redemption Date	18
SECTION 4.7 Series 2017 Warrants Redeemed in Part.....	18
ARTICLE 5 Source of Payment, Etc.	19
SECTION 5.1 General Obligation.....	19
SECTION 5.2 Provision for Payment of Series 2017 Warrants.....	19
SECTION 5.3 Officers, Etc. Exempt from Individual Liability.....	20
ARTICLE 6 The Debt Service Fund.....	20
SECTION 6.1 The Debt Service Fund	20
SECTION 6.2 Transfer of Funds.....	21
SECTION 6.3 Security for Debt Service Fund	21
SECTION 6.4 Investment of Debt Service Fund	21
ARTICLE 7 Sale and Delivery of Series 2017 Warrants.....	22
SECTION 7.1 Sale of Series 2017 Warrants.....	22
SECTION 7.2 Official Statement, Purchase Agreement, Continuing Disclosure Agreement and Other Documents	22
SECTION 7.3 Application of Proceeds.....	23

SECTION 7.4	Redemption of Refunded Warrants	23
ARTICLE 8	The Acquisition Fund	24
SECTION 8.1	Acquisition Fund	24
SECTION 8.2	Surplus Acquisition Fund Money	24
SECTION 8.3	Investment of Money in the Acquisition Fund	24
ARTICLE 9	Miscellaneous	24
SECTION 9.1	Agreement to Pay Attorneys' Fees	24
SECTION 9.2	Provisions of Resolution a Contract	25
SECTION 9.3	Separability Clause	25
SECTION 9.4	Governing Law	25
SECTION 9.5	Designation of Time for Performance	25
SECTION 9.6	Notices to Holders of the Series 2017 Warrants; Waiver	25
SECTION 9.7	Tax Certificate and Agreement	25
SECTION 9.8	Amendment of Description of Warrant-Financed Facilities or Uses of Series 2017 Warrant Proceeds	26
SECTION 9.9	Inspection of Records	26
SECTION 9.10	Amendments to Resolution Not to Affect Tax Exemption	26
SECTION 9.11	Repeal of Conflicting Provisions	26
SECTION 9.12	Effect of Headings and Table of Contents	26
SECTION 9.13	Remedies	26

EXHIBIT A – Blanket Letter of Representations

EXHIBIT B – Form of Definitive Terms Certificate

**A RESOLUTION AUTHORIZING THE ISSUANCE
OF
GENERAL OBLIGATION WARRANTS, SERIES 2017**

**BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF
MONTGOMERY COUNTY, ALABAMA, as follows:**

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“Acquisition Costs” shall mean (i) costs of acquiring, constructing and installing the Warrant-Financed Facilities, including the purchase of all easements, rights-of-way, and land and all engineering, legal and other expenses incidental to such acquisition, construction, and installation of the Warrant-Financed Facilities and (ii) costs of issuance not otherwise paid by the Paying Agent at closing.

“Acquisition Fund” shall mean the fund by that name established pursuant to Article 8.

“Authorized County Representative” shall mean the Chairman of the County Commission or the County Administrator of the County or any other officer or agent of the County authorized by the County’s governing body to act as “Authorized County Representative”.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which the Paying Agent is required or authorized to be closed under general law or regulation applicable in the place of the Principal Office of the Paying Agent.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement executed and delivered by the County in connection with the issuance of the Series 2017 Warrants.

“County” shall mean Montgomery County, a political subdivision of the State of Alabama.

“Debt Service” shall mean the principal, premium (if any) and interest payable on the Series 2017 Warrants.

“Debt Service Fund” shall mean the fund established pursuant to Article 6.

“Defaulted Interest” shall have the meaning stated in Section 3.8.

“Definitive Terms Certificate” shall have the meaning stated in Section 3.2(g).

“Enabling Law” shall mean Chapter 28 of Title 11 (Section 11-28-1 et seq.) of the Code of Alabama 1975.

“Favorable Tax Opinion” shall mean an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Series 2017 Warrants made or to be made in connection with such action, will not cause interest on the Series 2017 Warrants to become includible in gross income of the Holders for purposes of federal income taxation.

"Federal Securities" shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

"Financing Documents" shall mean this Resolution, the Series 2017 Warrants and the Purchase Agreement.

"Financing Participants" shall mean the County and the Paying Agent.

"Fiscal Year" shall mean the fiscal year of the County, as established from time to time by applicable law.

"Holder", when used with respect to any Series 2017 Warrant, shall mean the person in whose name such Series 2017 Warrant is registered in the Warrant Register.

"Interest Payment Date", when used with respect to any installment of interest on a Series 2017 Warrant, shall mean the date specified in such Series 2017 Warrant as the fixed date on which such installment of interest is due and payable.

"Internal Revenue Code" shall mean whichever of the following shall be applicable in the context: the Internal Revenue Code of 1954, as amended; the Internal Revenue Code of 1986, as amended; and the transition rules of related legislation.

"Opinion of Counsel" shall mean an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this Resolution, the attorney or attorneys rendering such opinion may be counsel for one or more of the Financing Participants.

"Outstanding", when used with respect to Series 2017 Warrants, shall mean, as of the date of determination, all Series 2017 Warrants authenticated and delivered under this Resolution, except:

(1) Series 2017 Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(2) Series 2017 Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Holders of such Series 2017 Warrants, provided that, if such Series 2017 Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Resolution or provision therefor satisfactory to the Paying Agent has been made; and

(3) Series 2017 Warrants in exchange for or in lieu of which other Series 2017 Warrants have been authenticated and delivered under this Resolution.

"Paying Agent" shall mean the agent of the County appointed as such pursuant to Section 3.10 for the purpose of paying Debt Service on the Series 2017 Warrants.

"Post-Default Rate" shall mean the interest rates borne by the Series 2017 Warrants. Interest at the Post-Default Rate shall be computed on the basis of an assumed year of 360 days with 12 months of 30 days each.

"Principal Office of the Paying Agent" shall mean the office where the Paying Agent maintains its principal corporate trust office in the State of Alabama.

"Principal Payment Date", when used with respect to any Series 2017 Warrant, shall mean the date specified in such Series 2017 Warrant as the fixed date on which the principal of such Series 2017 Warrant is due and payable.

"Purchase Agreement" shall mean the Warrant Purchase Agreement between the County and the Underwriter in respect of the sale of the Series 2017 Warrants.

"Qualified Investments" shall mean:

- (1) Federal Securities,
- (2) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities, and
- (3) a certificate of deposit issued by, or other interest-bearing deposit with, any bank organized under the laws of the United States of America or any state thereof, provided that (i) such bank has capital, surplus and undivided profits of not less than \$50,000,000, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit (less the amount of such deposit insured by the Federal Deposit Insurance Corporation).

"Refunded Warrants" shall mean all of the remaining Series 2007 Warrants, which are Outstanding in the aggregate principal amount of \$5,440,000.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Series 2017 Warrants shall mean the date specified in Section 3.8.

"Series 2007 Warrants" shall mean the County's General Obligation Warrants, Series 2007, which are presently outstanding in the aggregate principal amount of \$5,025,000.

"Series 2017 Warrants" shall mean the General Obligation Warrants, Series 2017, authenticated and delivered pursuant to this Resolution.

"Special Record Date" for the payment of any Defaulted Interest on Series 2017 Warrants shall mean the date fixed by the Paying Agent pursuant to Section 3.8.

"Taxable" shall mean that, for purposes of federal income taxation, interest on the Series 2017 Warrants is includible in the gross income of any Holder thereof for any reason. Interest on the Series 2017 Warrants shall not be deemed "Taxable" because interest is includible in any calculation of income for purposes of an alternative minimum tax, a foreign branch profits tax or any other type of taxation other than the regular tax imposed on gross income.

"Tax Certificate and Agreement" shall mean the Tax Certificate and Agreement to be executed and delivered by the County in conjunction with the delivery of the Series 2017 Warrants.

"Term Warrants" shall have the meaning stated in Section 3.3.

"Underwriter" shall mean the original purchaser of the Series 2017 Warrants from the County identified in Section 7.1.

"Warrant-Financed Facilities" shall mean various capital improvements to the County's public parks and recreation facilities, which are being financed by the Series 2017 Warrants.

“Warrant Payment Date” shall mean each date (including any date fixed for redemption of Series 2017 Warrants) on which Debt Service is payable on the Series 2017 Warrants.

“Warrant Register” shall mean the register or registers for the registration and transfer of Series 2017 Warrants maintained pursuant to Section 3.6.

SECTION 1.2 General Rules of Construction

For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires:

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.

(b) All accounting terms not otherwise defined herein have the meaning assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application thereof.

(c) All references in this Resolution to designated “Articles”, “Sections” and other subdivisions are to the designated articles, sections and subdivisions of this Resolution as originally executed.

(d) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular article, section or other subdivision.

(e) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(f) The term “including” means “including without limitation” and “including, but not limited to”.

ARTICLE 2

Findings, Representations and Warranties

SECTION 2.1 Findings, Representations and Warranties

The governing body of the County makes the following findings, representations and warranties as the basis for the undertakings on its part herein contained:

(1) The County has heretofore issued the Refunded Warrants, which are outstanding in the aggregate principal amount of \$5,440,000. The governing body of the County has determined that the County will realize significant present value interest savings by refunding the Refunded Warrants on a current basis.

(2) The governing body of the County has determined that the Refunded Warrants constitute “refundable debt” for purposes of the Enabling Law.

(3) The governing body of the County has determined that it is in the County’s interest and in the public interest for the County to issue its warrants for the purpose of (a) acquiring and constructing the Warrant-Financed Facilities, (b) current refunding the Refunded

Warrants, and (c) paying the expenses of issuing the Series 2017 Warrants, and for such purposes, the County will issue the Series 2017 Warrants.

(4) In order to enhance flexibility in the timing of the sale of the Series 2017 Warrants, it is desirable for the governing body of the County to establish certain parameters that will govern the sale of the Series 2017 Warrants and to delegate to the Chairman of the County Commission the power to approve the final terms of sale, subject to the parameters established herein.

(5) Immediately after the issuance of the Series 2017 Warrants, the total indebtedness of the County chargeable against the debt limitation for the County prescribed by the Alabama Constitution of 1901 will not be more than 5% of the assessed valuation of taxable property within the County for the last fiscal year (ended on the next preceding September 30). The Series 2017 Warrants will be chargeable against the County's debt limitation.

ARTICLE 3

The Series 2017 Warrants

SECTION 3.1 Authorization of Series 2017 Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants entitled "General Obligation Warrants, Series 2017" (herein called the "Series 2017 Warrants"). The Series 2017 Warrants shall be issued for the purposes specified in Article 2.

SECTION 3.2 Parameters Relating to Amount and Terms

(a) Subject to Section 7.2(b), the aggregate principal amount of the Series 2017 Warrants that may be authenticated and delivered and Outstanding shall be as described in the Definitive Terms Certificate.

(b) The Series 2017 Warrants shall be issuable as fully registered warrants without coupons in the denomination of \$5,000 or any multiple thereof. Each Series 2017 Warrant shall have a single principal maturity. The Series 2017 Warrants shall be numbered separately from 1 upward.

(c) The Series 2017 Warrants shall mature on March 1 in the years more particularly described in the Definitive Terms Certificate. Subject to Section 7.2(b), the principal amount of Series 2017 Warrants maturing on each Principal Payment Date and the applicable rate of interest for the Series 2017 Warrants of each maturity shall be set forth in the Definitive Terms Certificate.

(d) The Series 2017 Warrants shall be dated as of the date of their issuance and shall bear interest from such date, or the most recent date to which interest has been paid or duly provided for, until the principal thereof shall become due and payable, at the applicable rate per annum set forth in subsection (c) above. Interest on the Series 2017 Warrants shall be payable on March 1 and September 1 in each year, beginning March 1, 2018 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on overdue principal and premium and (to the extent legally enforceable) on any overdue installment of interest on the Series 2017 Warrants shall be payable at the Post-Default Rate.

(e) Interest on the Series 2017 Warrants payable on any Interest Payment Date prior to the maturity or redemption thereof (in whole or in part) shall be payable by check or draft mailed by the

Paying Agent to the registered Holders of the Series 2017 Warrants at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2017 Warrants and payment of accrued interest on the Series 2017 Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Principal Office of the Paying Agent. Debt Service on the Series 2017 Warrants payable at maturity shall be payable only upon surrender thereof at the Principal Office of the Paying Agent.

(f) Subsection (e) of this section to the contrary notwithstanding, upon the written request of the Holder of Series 2017 Warrants in an aggregate principal amount of not less than \$100,000, the Paying Agent will make payment of the Debt Service due on such Series 2017 Warrant on any Warrant Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, provided that:

- (1) such written request contains adequate instructions for the method of payment,
- (2) the Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer, and
- (3) payment of the principal of (and redemption premium, if any, on) such Series 2017 Warrant and payment of accrued interest on such Series 2017 Warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2017 Warrant to the Paying Agent.

(g) Section 7.2(b) sets forth the parameters for the amount and terms of the Series 2017 Warrants. The Chairman of the County Commission is hereby authorized and directed to execute and deliver in the name and on behalf of the County a certificate substantially as set forth in Exhibit 3.2(g) that establishes, within the parameters set forth in Section 7.2(b), the definitive amount and terms of the Series 2017 Warrants, with such changes or additions to such certificate or deletions to such certificate as the Chairman of the County Commission shall approve, which approval shall be conclusively evidenced by his execution of such certificate (the "Definitive Terms Certificate"). In setting the definitive amount and terms of the Series 2017 Warrants reflected in the Definitive Terms Certificate, the Chairman of the County Commission may rely upon the advice and recommendation of the employees of and advisors to the County.

SECTION 3.3 Form of Series 2017 Warrant

The Series 2017 Warrants and the authentication certificate shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Resolution:

[Form of Series 2017 Warrant]

NOTICE: Unless this warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Montgomery County or its agent for registration of transfer, exchange, or payment, and any warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Montgomery County

General Obligation Warrant, Series 2017

No. _____ \$ _____

Maturity Date: _____ Interest Rate: _____ CUSIP: _____

MONTGOMERY COUNTY, a political subdivision of the State of Alabama (the "County"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ **DOLLARS**

and hereby directs its County Administrator and Treasurer, or any successor thereto, to pay (but solely out of the Debt Service Fund referred to below) such principal sum to

or registered assigns, on the maturity date specified above and to pay (but solely out of such Debt Service Fund) interest hereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on March 1 and September 1 in each year, beginning March 1, 2018 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely out of such Debt Service Fund) on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Resolution referred to below.

The interest so payable on any Interest Payment Date will, as provided in the Warrant Resolution, be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Series 2017 Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant

Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Resolution, the Holder of Series 2017 Warrants in an aggregate principal amount of not less than \$100,000 may request that payment of Debt Service on such Series 2017 Warrant be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent, provided that such Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the County, aggregating \$XXXXXXX in principal amount, entitled "General Obligation Warrants, Series 2017" (the "Series 2017 Warrants") and issued under and pursuant to a Resolution duly adopted by the governing body of the County (the "Warrant Resolution") and the constitution and laws of the State of Alabama, including particularly Chapter 28 of Title 11 (Section 11-28-1 et seq.) of the Code of Alabama 1975. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Resolution.

In accordance with the terms of the Warrant Resolution, Regions Bank, an Alabama banking corporation, has been appointed to serve as "Paying Agent" with respect to the Series 2017 Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Resolution.

The indebtedness evidenced by the Series 2017 Warrants is a general obligation of the County for the payment of which the full faith and credit of the County have been irrevocably pledged, pro rata and without preference or priority of one Series 2017 Warrant over another.

Pursuant to the Warrant Resolution the County has established a special fund for the payment of Debt Service on the Series 2017 Warrants (the "Debt Service Fund") that will be held by the Paying Agent. The County has obligated itself to pay or cause to be paid into the Debt Service Fund from the taxes, revenues or other general funds of the County sums sufficient to provide for the payment of Debt Service on the Series 2017 Warrants as the same becomes due and payable.

The Series 2017 Warrants are not subject to redemption prior to maturity.

As provided in the Warrant Resolution and subject to certain limitations therein set forth, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the County and the Paying Agent duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Series 2017 Warrants of authorized denominations and of the same maturity and aggregate principal amount will be issued to the designated transferee or transferees.

The Series 2017 Warrants are issuable as fully registered, book-entry only warrants in the denomination of \$5,000 each or any integral multiple thereof. The Series 2017 Warrants are registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. As provided in the Warrant Resolution and subject to certain limitations therein set forth, Series 2017 Warrants are exchangeable for a like aggregate principal amount of Series 2017 Warrants, of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

For so long as the Series 2017 Warrants are registered in the name of DTC or its nominee, the Paying Agent shall transfer and exchange Series 2017 Warrants only on behalf of DTC or its nominee, in accordance with the Warrant Resolution. Neither the County nor the Paying Agent shall have any responsibility for transferring or exchanging any Beneficial Owner's (as defined in Blanket Letter of Representations between the County and DTC) interest in any Series 2017 Warrants.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the County may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The County, the Paying Agent and any agent of the County or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the County, the Paying Agent nor any agent shall be affected by notice to the contrary.

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Debt Service Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the County, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

It is hereby certified, recited and declared that unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Resolution or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the County has caused this warrant to be duly executed under its official seal.

Dated: _____, 2017.

MONTGOMERY COUNTY

By: _____
Chairman of the Montgomery County Commission

[SEAL]

Attest:

County Administrator

**Registration As Claim Against
Debt Service Fund**

I hereby certify that this warrant has been registered by me as a claim against the Debt Service Fund referred to in this warrant.

County Administrator and Treasurer

Certificate of Authentication

This warrant is one of the Series 2017 Warrants issued pursuant to the within-mentioned Warrant Resolution.

Date of Authentication: _____

Regions Bank, Birmingham, Alabama, as Paying Agent

By: _____
Its Authorized Officer

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named County at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____.

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 3.4 Execution and Authentication

(a) The Series 2017 Warrants shall be executed on behalf of the County by the Chairman of the County Commission under its seal reproduced thereon and attested by its County Administrator, and the certification of registration of each Series 2017 Warrant as a claim against the Debt Service Fund shall be executed by the County Administrator and Treasurer of the County. The signature of any of these officers on the Series 2017 Warrants may be manual or, to the extent permitted by law, facsimile. Series 2017 Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the County shall bind the County, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2017 Warrants or shall not have held such offices at the date of such Series 2017 Warrants.

(b) No Series 2017 Warrants shall be secured by, or be entitled to any lien, right or benefit under, this Resolution or be valid or obligatory for any purpose, unless there appears on such Series 2017 Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Series 2017 Warrant shall be conclusive

evidence, and the only evidence, that such Series 2017 Warrant has been duly authenticated and delivered hereunder.

SECTION 3.5 Temporary Series 2017 Warrants

(a) Pending the preparation of definitive Series 2017 Warrants, the County may execute, and upon request of the County, the Paying Agent shall authenticate and deliver, temporary Series 2017 Warrants which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Series 2017 Warrants in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Series 2017 Warrants may determine, as evidenced by their execution of such Series 2017 Warrants.

(b) If temporary Series 2017 Warrants are issued, the County will cause definitive Series 2017 Warrants to be prepared without unreasonable delay. After the preparation of definitive Series 2017 Warrants, the temporary Series 2017 Warrants shall be exchangeable for definitive Series 2017 Warrants upon surrender of the temporary Series 2017 Warrants at the Principal Office of the Paying Agent, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Series 2017 Warrants, the County shall execute and the Paying Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Series 2017 Warrants of authorized denominations. Until so exchanged, temporary Series 2017 Warrants shall in all respects be entitled to the security and benefits of this Resolution.

SECTION 3.6 Registration, Transfer and Exchange

(a) The County shall cause to be kept at the Principal Office of the Paying Agent a register (herein referred to as the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the County shall provide for the registration of Series 2017 Warrants and registration of transfers of Series 2017 Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Series 2017 Warrants and transfers of Series 2017 Warrants as herein provided.

(b) Upon surrender for transfer of any Series 2017 Warrant at the Principal Office of the Paying Agent, the County shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2017 Warrants of any authorized denominations and of the same maturity and aggregate principal amount.

(c) At the option of the Holder, Series 2017 Warrants may be exchanged for a like aggregate principal amount of Series 2017 Warrants, of any authorized denominations and of the same maturity, upon surrender of the Series 2017 Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Series 2017 Warrants are so to be surrendered for exchange, the County shall execute, and the Paying Agent shall authenticate and deliver, the Series 2017 Warrants which the Holder making the exchange is entitled to receive.

(d) All Series 2017 Warrants surrendered upon any exchange or transfer provided for in this Resolution shall be promptly cancelled by the Paying Agent.

(e) All Series 2017 Warrants issued upon any transfer or exchange of Series 2017 Warrants shall be the valid obligations of the County and entitled to the same security and benefits under this Resolution as the Series 2017 Warrants surrendered upon such transfer or exchange.

(f) Every Series 2017 Warrant presented or surrendered for transfer or exchange shall (if so required by the County or the Paying Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the County and the Paying Agent duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Series 2017 Warrants, but the County may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2017 Warrants.

(h) The County shall not be required (i) to transfer or exchange any Series 2017 Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Series 2017 Warrants and ending at the close of business on the day of such mailing, (ii) to transfer or exchange any Series 2017 Warrant so selected for redemption in whole or in part, or (iii) to exchange any Series 2017 Warrant during a period beginning at the opening of business on any Regular Record Date and ending at the close of business on the relevant Interest Payment Date therefor.

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Series 2017 Warrants

(a) If (i) any mutilated Series 2017 Warrant is surrendered to the Paying Agent, or the County and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Series 2017 Warrant, and (ii) there is delivered to the County and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Paying Agent that such Series 2017 Warrant has been acquired by a bona fide purchaser, the County shall execute and upon its request the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2017 Warrant, a new Series 2017 Warrant of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

(b) Upon the issuance of any new Series 2017 Warrant under this section, the County may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Series 2017 Warrant issued pursuant to this section in lieu of any destroyed, lost or stolen Series 2017 Warrant shall constitute an original additional contractual obligation of the County, whether or not the destroyed, lost or stolen Series 2017 Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Resolution equally and ratably with all other Outstanding Series 2017 Warrants.

(d) The provisions of this section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2017 Warrants.

SECTION 3.8 Payment of Interest on Series 2017 Warrants; Interest Rights Preserved

(a) Interest on any Series 2017 Warrant which is payable on any Interest Payment Date shall be paid to the person in whose name that Series 2017 Warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2017 Warrants and payment of accrued interest due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of the Series 2017 Warrants at the Principal Office of the Paying Agent.

(b) Any interest on any Series 2017 Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the County to the persons in whose names such Series 2017 Warrants are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The County shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2017 Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the County shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held solely for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Series 2017 Warrant at his address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Series 2017 Warrants are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this section, each Series 2017 Warrant delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Series 2017 Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2017 Warrant and each such Series 2017 Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.9 Persons Deemed Owners

The County, the Paying Agent and any agent of the County or the Paying Agent may treat the person in whose name any Series 2017 Warrant is registered as the owner of such Series 2017 Warrant for the purpose of receiving payment of Debt Service on such Series 2017 Warrant (subject to Section 3.8) and for all other purposes whatsoever whether or not such Series 2017 Warrant is overdue, and, to the extent permitted by law, neither the County, the Paying Agent nor any such agent shall be affected by notice to the contrary.

SECTION 3.10 Paying Agent

(a) Regions Bank, Birmingham, Alabama, is hereby appointed "Paying Agent" for the purpose of paying Debt Service on the Series 2017 Warrants on behalf of the County.

(b) The Debt Service on the Series 2017 Warrants shall, except as otherwise provided herein, be payable at the Principal Office of the Paying Agent.

(c) The Paying Agent may be removed at any time (i) by an instrument or concurrent instruments in writing delivered to the Paying Agent and the County signed by the Holders of a majority in aggregate principal amount of the Series 2017 Warrants then Outstanding, or (ii) if no default exists with respect to the payment of the Series 2017 Warrants, by a written notice delivered to the Paying Agent and signed on behalf of the County by an Authorized County Representative.

(d) If the bank designated as Paying Agent pursuant to subsection (a) of this section shall resign or be removed or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the County shall appoint a successor Paying Agent. Any successor Paying Agent must have capital and surplus of not less than \$50,000,000, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The County shall give notice of the appointment of any such successor Paying Agent by first-class mail, postage prepaid, to the Holders of Series 2017 Warrants as their names or addresses appear in the Warrant Register.

SECTION 3.11 Book Entry Only System

(a) The registration and payment of Series 2017 Warrants shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Blanket Letter of Representations attached to and incorporated by reference in this Resolution as Exhibit A (the "Letter of Representations") until such System is terminated pursuant to Section 3.11(c).

(b) While Series 2017 Warrants are in the Book-Entry Only System the following provisions shall apply for purposes of this Resolution and shall supersede any contrary provisions of this Resolution:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2017 Warrants" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this Resolution with respect to each separate Series 2017 Warrant shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this Resolution to Holders of Series 2017 Warrants from either the County or the Paying Agent shall be delivered by the County or the Paying Agent, as the case may be, to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this Resolution to or from persons other than a Holder of a Series 2017 Warrant shall be delivered directly to such person as provided in this Resolution and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2017 Warrants shall be made by the Paying Agent to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the County's obligations with respect to such payments.

(5) The Beneficial Owners (as such term is defined in the Letter of Representations) of the Series 2017 Warrants, by their acquisition of any beneficial interest in a Series 2017 Warrant or Series 2017 Warrants, and the Participants severally agree that the County and the Paying Agent shall not have any responsibility or obligation to any Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by DTC or any Participant; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, purchase price of, premium (if any) and interest on the Series 2017 Warrants; (3)

the delivery or timeliness of delivery by DTC or any Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Resolution to be given to Beneficial Owners; or (4) any consent given or other action taken by DTC or its nominee, as owner.

(c) If the County and the Paying Agent concur that it would be in the best interests of the Holders of the Series 2017 Warrants for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by the County or the Paying Agent acting alone in accordance with the Letter of Representations.

SECTION 3.12 Payments Due on a Day Other Than a Business Day

If any payment on the Series 2017 Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

SECTION 3.13 Cancellation

All Series 2017 Warrants surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Paying Agent. No Series 2017 Warrants shall be registered in lieu of or in exchange for any Series 2017 Warrant cancelled as provided in this section, except as expressly provided by this Resolution.

ARTICLE 4

Redemption of Series 2017 Warrants

SECTION 4.1 General Applicability of Article

(a) The Series 2017 Warrants shall be redeemable in accordance with the redemption provisions set forth in the form of the Series 2017 Warrants contained in Section 3.3 and the provisions of this article.

(b) The Series 2017 Warrants shall be redeemed in accordance with the mandatory redemption provisions of the Series 2017 Warrants without any direction from or consent by the County. The Series 2017 Warrants shall be redeemed in accordance with the optional redemption provisions of the Series 2017 Warrants only upon direction of the County.

SECTION 4.2 Election to Redeem; Notice to Paying Agent

The election of the County to exercise any right of optional redemption shall be evidenced by a certified Resolution of the governing body of the County delivered to the Paying Agent. In case of any redemption at the option of the County of less than all the Outstanding Series 2017 Warrants, the County shall, at least 60 days prior to the date fixed by the County for redemption of Series 2017 Warrants (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount and maturities of Series 2017 Warrants to be redeemed.

SECTION 4.3 Selection by Paying Agent of Series 2017 Warrants to be Redeemed

(a) Except in the case of mandatory redemption of the Term Warrants, if less than all Series 2017 Warrants Outstanding are to be redeemed, the particular Series 2017 Warrants to be redeemed may be specified by the County by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2017 Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2017 Warrants, and (ii) if less than all Series 2017 Warrants with the same stated maturity are to be redeemed, the Series 2017 Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

(b) The Paying Agent shall promptly confirm to the County in writing the Series 2017 Warrants selected for redemption and, in the case of any Series 2017 Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of this Resolution, unless the context otherwise requires, all provisions relating to the redemption of Series 2017 Warrants shall relate, in the case of any Series 2017 Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Series 2017 Warrant which has been or is to be redeemed.

SECTION 4.4 Notice of Redemption

(a) Unless waived by the Holders of all Series 2017 Warrants then Outstanding, notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Series 2017 Warrants to be redeemed at his address appearing in the Warrant Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Series 2017 Warrants to be redeemed, and, if less than all Outstanding Series 2017 Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2017 Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Series 2017 Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date,

(5) the place or places where the Series 2017 Warrants to be redeemed are to be surrendered for payment of the redemption price, and

(6) any conditions to such redemption specified in accordance with the provisions of Section 4.4(e).

(c) Notice of redemption of Series 2017 Warrants to be redeemed at the option of the County shall be given by the County or, at the County's request, by the Paying Agent in the name and at the expense of the County. Notice of redemption of Series 2017 Warrants in accordance with the mandatory

redemption provisions of the Series 2017 Warrants shall be given by the Paying Agent in the name and at the expense of the County.

(d) The County and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in the United States Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this section.

(e) A notice of optional redemption may state that the redemption of Series 2017 Warrants is contingent upon specified conditions such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the County shall not be required to redeem Series 2017 Warrants (or portions thereof) identified in such notice, and any Series 2017 Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2017 Warrants.

SECTION 4.5 Deposit of Redemption Price

Prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Series 2017 Warrants which are to be redeemed on that date. Such money shall be held solely for the benefit of the persons entitled to such redemption price.

SECTION 4.6 Series 2017 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Series 2017 Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Series 2017 Warrants shall cease to bear interest. Upon surrender of any such Series 2017 Warrant for redemption in accordance with said notice, such Series 2017 Warrant shall be paid by the County at the redemption price. Installments of interest due prior to the redemption date shall be payable to the Holders of the Series 2017 Warrants registered as such on the relevant Record Dates according to the terms of such Series 2017 Warrants and the provisions of Section 3.8.

(b) If any Series 2017 Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate.

SECTION 4.7 Series 2017 Warrants Redeemed in Part

Any Series 2017 Warrant which is to be redeemed only in part shall be surrendered at the Principal Office of the Paying Agent (with, if the County or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Paying Agent duly executed by, the Holder thereof or his attorney duly authorized in writing), and the County shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2017 Warrant, without service charge, a new Series 2017 Warrant or Series 2017 Warrants, of the same maturity and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2017 Warrant so surrendered.

ARTICLE 5

Source of Payment, Etc.

SECTION 5.1 General Obligation

The indebtedness evidenced and ordered paid by the Series 2017 Warrants shall be a general obligation of the County for the payment of Debt Service on which the full faith and credit of the County are hereby irrevocably pledged, pro rata and without preference or priority of one Series 2017 Warrant over another. The County hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the County from other sources available for such purposes, will be sufficient to pay reasonable expenses of carrying on the necessary governmental functions of the County and to pay Debt Service on the Series 2017 Warrants as the same shall become due and payable.

SECTION 5.2 Provision for Payment of Series 2017 Warrants

(a) If Debt Service on the Series 2017 Warrants is paid in accordance with the terms of the Series 2017 Warrants and this Resolution, then all covenants, agreements and other obligations of the County to the Holders of the Series 2017 Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay to the County any surplus remaining in the Debt Service Fund.

(b) Series 2017 Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if the Paying Agent is provided with the following:

(1) a trust agreement between the County and any bank or other financial institution having corporate trust powers making provision for the retirement of such Series 2017 Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Series 2017 Warrants (including payment of the interest that will accrue thereon until and on the date they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Series 2017 Warrants or (ii) both cash and such Federal Securities (or a combination thereof) which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; provided, however, that said trust agreement shall require all cash held on deposit in such trust to be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby, unless such cash is kept on deposit in U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations that are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975;

(2) a certified copy of a duly adopted Resolution or Resolution of the governing body of the County calling for redemption those of such Series 2017 Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(3) verification from an independent certified public accountant or firm thereof satisfactory to the Trustee demonstrating that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding subparagraph (1) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Series 2017 Warrants; and

(4) Favorable Tax Opinion.

(c) Any trust established pursuant to this section may provide for payment of less than all Series 2017 Warrants Outstanding or less than all Series 2017 Warrants of any remaining maturity.

(d) If any trust provides for payment of less than all Series 2017 Warrants with the same maturity, the Series 2017 Warrants of such maturity to be paid from the trust shall be selected by the Paying Agent by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Series 2017 Warrants of such maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within 7 days after such trust is established. This selection process shall be in lieu of the selection process provided for in Section 4.3 if and to the extent that Series 2017 Warrants payable from such trust are to be redeemed prior to maturity. After such selection is made, the Series 2017 Warrants that are to be paid from such trust (including the Series 2017 Warrants issued in exchange for such Series 2017 Warrants pursuant to the transfer or exchange provisions of this Resolution) shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2017 Warrants (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2017 Warrants to the Paying Agent in exchange for the Series 2017 Warrants with the appropriate designation. The selection of the Series 2017 Warrants for payment from such trust pursuant to this section shall be conclusive and binding on the Holders, the County and the Paying Agent.

SECTION 5.3 Officers, Etc. Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Resolution, or of any Series 2017 Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer or member of the governing body of the County, or of any successor, either directly or through the County, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Resolution and the Series 2017 Warrants issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any officer or member of the governing body of the County or any successor, or any of them, because of the issuance of the Series 2017 Warrants, or under or by reason of the covenants or agreements contained in this Resolution or in any Series 2017 Warrants or implied therefrom.

ARTICLE 6

The Debt Service Fund

SECTION 6.1 The Debt Service Fund

(a) There is hereby established a special fund with the Paying Agent entitled "General Obligation Warrants, Series 2017 Debt Service Fund" (herein called the "Debt Service Fund"). Money in the Debt Service Fund shall be used solely for the payment of Debt Service on the Series 2017 Warrants as the same shall become due and payable.

(b) On or before the 25th day of each February and August, beginning February 25, 2018, the County will deposit into the Debt Service Fund an amount equal to Debt Service payable on the Series 2017 Warrants on the next succeeding Warrant Payment Date. If on any Warrant Payment Date the balance in the Debt Service Fund is insufficient to pay the Debt Service on the Series 2017 Warrants due and payable on such date, the County shall forthwith pay any such deficiency into the Debt Service Fund.

SECTION 6.2 Transfer of Funds

The County Administrator and Treasurer of the County shall collect taxes, revenues and other general funds of the County available for the payment of Debt Service on the Series 2017 Warrants and shall deposit the same in the Debt Service Fund in the amounts and at the times required by Section 6.1

SECTION 6.3 Security for Debt Service Fund

Any money on deposit in the Debt Service Fund or otherwise held by the Paying Agent pursuant to this Resolution shall be impressed with a trust for the purpose for which the Debt Service Fund is created and shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the County and the Holders of the Series 2017 Warrants either

(1) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided in the foregoing paragraph (1) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and Federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 6.4 Investment of Debt Service Fund

(a) The Paying Agent shall invest or reinvest any money on deposit in the Debt Service Fund not then needed for the payment of Debt Service on the Series 2017 Warrants in Qualified Investments upon receipt of written direction from the County. All such investments must mature or be subject to redemption at the option of the Holder on or prior to the respective date or dates when cash funds will be required for purposes of the Debt Service Fund. Any investment made with money on deposit in the Debt Service Fund shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Debt Service Fund.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Debt Service Fund and shall be credited to the deposits required by Section 6.1. Any losses resulting from liquidation of investments shall be charged to the Debt Service Fund and shall be added to the next ensuing deposit specified in Section 6.1. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Debt Service Fund is insufficient to pay Debt Service on the Series 2017 Warrants when due.

(c) Any investment of money in the Debt Service Fund may be made by the Paying Agent through its own bond department or investment department, and any certificates of deposit issued by the Paying Agent shall be deemed investments rather than deposits.

ARTICLE 7

Sale and Delivery of Series 2017 Warrants

SECTION 7.1 Sale of Series 2017 Warrants

(a) The Series 2017 Warrants are hereby authorized to be sold to Stifel, Nicolaus & Company, Inc. (the "Underwriter") on the terms and conditions set forth in the Definitive Terms Certificate and the Purchase Agreement.

(b) The Underwriter shall be under no duty to inquire as to the application of the proceeds of the Series 2017 Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this resolution.

SECTION 7.2 Official Statement, Purchase Agreement, Continuing Disclosure Agreement and Other Documents

(a) The governing body of the County Commission does hereby approve and authorize the issuance of the Series 2017 Warrants and the execution of each of the Financing Documents and a preliminary official statement (the "Preliminary Official Statement") in substantially the form presented to the County Commission at this meeting. The Chairman and the staff of the County Commission are hereby authorized and directed to complete the Preliminary Official Statement (such Preliminary Official Statement as completed being herein referred to as the "Official Statement") with (i) information relating to the terms of sale of and interest rates on the Series 2017 Warrants as herein provided and as provided in the Definitive Terms Certificate, (ii) such information regarding reoffering prices or yields on the Series 2017 Warrants as shall be provided by the purchaser of the Series 2017 Warrants and (iii) such changes or additions thereto or deletions therefrom as the executing officers shall approve and shall be acceptable to the purchaser of the Series 2017 Warrants. The Chairman is hereby authorized and directed to date the Official Statement as of the date of execution of the Purchase Agreement and to execute and deliver the Purchase Agreement, the Continuing Disclosure Agreement and the Official Statement in the name and on behalf of the County in substantially the form presented at this meeting, with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his or her execution of such instruments.

(b) The Series 2017 Warrants shall be sold pursuant to the Purchase Agreement, the form of which has been presented to the County Commission and is hereby approved. In order to provide for the sale of the Series 2017 Warrants, the Chairman of the County Commission is hereby authorized and directed to execute and deliver the Purchase Agreement for and in the name and behalf of the County Commission. The Purchase Agreement shall be in such form as the Chairman of the County Commission, acting with the advice and recommendation of the employees of and advisors to the County Commission, shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution, the determination of the definitive form of the Purchase Agreement by the Chairman of the County Commission to be conclusively established by his execution of the same. Notwithstanding the foregoing provisions of this paragraph, the Chairman of the County Commission shall not execute and deliver the Purchase Agreement unless (1) the principal amount of the Series 2017 Warrants does not exceed \$8,000,000; (2) the final maturity date for the Series 2017 Warrants is not later than March 1, 2038; (3) the all-in true interest cost for the Series 2017 Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriter's discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2017 Warrants, and any other costs of issuance paid from proceeds of the Series 2017 Warrants) is not greater than 4.0%; (4) the net present value savings resulting from the refunding of the Refunded Warrants is not less than 3.0% of the refunded principal; and (5) the underwriter's discount reflected in the Purchase Agreement

does not exceed \$10.00 per thousand dollars of the principal amount of the Series 2017 Warrants. Provisions required by the Insurer (if any) shall be included in the Definitive Terms Certificate. The Chairman's execution and delivery of the Purchase Agreement and the Definitive Terms Certificate shall constitute his approval of the final pricing terms of the Series 2017 Warrants.

(c) The Chairman, the Vice-Chairman of the County Commission and any person or persons designated and authorized by any of such officers to act in the name and on behalf of the County Commission, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the County Commission such other acts, to pay or cause to be paid on behalf of the County Commission such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County Commission such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances or other instruments or communications, under the seal of the County or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this resolution and to demonstrate the validity of the Series 2017 Warrants, the absence of any pending or threatened litigation with respect to the Series 2017 Warrants and the transactions contemplated by this resolution, and the exemption of interest on the Series 2017 Warrants from Federal and State of Alabama income taxation.

(d) Each act of any officer or officers of the County Commission or any person or persons designated and authorized to act by any officer of the County Commission, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

SECTION 7.3 Application of Proceeds

The proceeds from the sale of the Series 2017 Warrants shall be delivered to the Paying Agent for deposit in a clearance account and shall be applied by the Paying Agent for the following purposes and in the following order:

- (1) the amount (if any) received as accrued interest on the sale of the Series 2017 Warrants shall be deposited in the Debt Service Fund; and
- (2) the issuance expenses specified on the Closing Statement shall be paid as provided in such Closing Statement; and
- (3) an amount sufficient to pay the redemption price of the Refunded Warrants on the specified redemption date shall be transferred to the debt service fund established for the Refunded Warrants; and
- (4) the balance of the proceeds of the Series 2017 Warrants shall be transferred to the Paying Agent and will be deposited in the Acquisition Fund in accordance with Section 8.1.

SECTION 7.4 Redemption of Refunded Warrants

The County Commission hereby calls the unrefunded balance of the Series 2007 Warrants for redemption on the date to be specified by the Chairman of the Commission, which date shall be not less than 30 days after issuance of the Series 2017 Warrants. The County hereby authorizes and directs the Chairman of the County Commission and the County Administrator to take all action necessary to effect such redemption of the Refunded Warrants. The County is not in default with respect to the payment of the principal of or interest on the Refunded Warrants.

ARTICLE 8

The Acquisition Fund

SECTION 8.1 Acquisition Fund

(a) There is hereby established with the Paying Agent a fund that shall be designated the "General Obligation Warrants, Series 2017 Acquisition Fund" (herein called the "Acquisition Fund"). A deposit to the Acquisition Fund is to be made pursuant to Section 7.3.

(b) The money in the Acquisition Fund shall be paid out by the Paying Agent from time to time for the purpose of paying the Acquisition Costs, but only upon receipt of a requisition in the form attached hereto as Exhibit 8.1(b), executed by an Authorized County Representative.

(c) Payment of the reasonable expenses and charges of the Paying Agent in connection with the administration of the Acquisition Fund shall be paid out of the Acquisition Fund; provided, however, the Paying Agent is hereby authorized to withdraw from the Acquisition Fund without requisition any of such expenses and charges of the Paying Agent.

(d) In addition to the documents required by this section, the Paying Agent may require, as a condition precedent to any payment or withdrawal, further evidence with respect thereto or with respect to the application of any money previously disbursed or as to the correctness of any statement made in any requisition. The Paying Agent shall, however, be under no duty to require such evidence unless so requested. The Paying Agent shall not be liable for any misapplication of money in the Acquisition Fund if disbursed pursuant to the provisions of this section and without knowledge or reason to believe that such disbursement constitutes a misapplication of funds.

SECTION 8.2 Surplus Acquisition Fund Money

Whenever an Authorized County Representative shall have filed with the Paying Agent a certificate stating (i) that acquisition, construction and equipping of the Warrant-Financed Facilities has been completed in accordance with the plans and specifications previously approved by the County Commission and (ii) that all issuance expenses and the Acquisition Costs have been paid in full, any money then remaining in the Acquisition Fund shall be deposited in the Debt Service Fund for payment of Debt Service on the next ensuing Interest Payment Date, and the Paying Agent shall close the Acquisition Fund.

SECTION 8.3 Investment of Money in the Acquisition Fund

The Paying Agent shall invest or reinvest any money on deposit in the Acquisition Fund not then needed for the payment of the Acquisition Costs at the written direction of the County Administrator in Qualified Investments in the same manner and subject to the same conditions as money on deposit in the Debt Service Fund is invested in accordance with Section 6.4 of this resolution.

ARTICLE 9

Miscellaneous

SECTION 9.1 Agreement to Pay Attorneys' Fees

If the County should default under any of the provisions of this Resolution and the Holder of any Series 2017 Warrant should employ attorneys or incur other expenses for the collection of any payments

due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the County herein contained, the County will (to the extent legally enforceable) on demand therefor pay to such Holder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 9.2 Provisions of Resolution a Contract

The terms, provisions and conditions set forth in this Resolution constitute a contract between the County and the Holders of the Series 2017 Warrants and shall remain in effect until the Debt Service on the Series 2017 Warrants shall have been paid in full or provision for such payment has been made in accordance with Section 5.2.

SECTION 9.3 Separability Clause

If any provision in this Resolution or in the Series 2017 Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 9.4 Governing Law

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

SECTION 9.5 Designation of Time for Performance

Except as otherwise expressly provided herein, any reference in this Resolution to the time of day shall mean the time of day in the city of the Principal Office of the Paying Agent.

SECTION 9.6 Notices to Holders of the Series 2017 Warrants; Waiver

(a) Where this Resolution provides for notice to any Holder of a Series 2017 Warrant of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Warrant Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Holders of the Series 2017 Warrants is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders of the Series 2017 Warrants. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of the Series 2017 Warrants shall be filed with the County and the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 9.7 Tax Certificate and Agreement

The County agrees that it will comply with the covenants and agreements to be made by it in the Tax Certificate and Agreement, to be executed and delivered in conjunction with the delivery of the Series 2017 Warrants.

SECTION 9.8 Amendment of Description of Warrant-Financed Facilities or Uses of Series 2017 Warrant Proceeds

The County may amend or change the description of the Warrant-Financed Facilities or the uses of Series 2017 Warrant proceeds contained in this Resolution, provided that: (1) the governing body of the County adopts a Resolution setting forth such amendment or change and (2) the uses, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law, (3) such amendment or change will not cause the amount of the Series 2017 Warrants chargeable against the County's constitutional limitation on indebtedness to increase, and (4) the County delivers to the Paying Agent a Favorable Tax Opinion.

SECTION 9.9 Inspection of Records

The County will at any and all times, upon the request of the Paying Agent, afford and procure a reasonable opportunity for the Paying Agent by its representatives to inspect any books, records, reports and other papers of the County relating to the performance by the County of its covenants in this Resolution, and the County will furnish to the Paying Agent any and all information as the Paying Agent may reasonably request with respect to the performance by the County of its covenants in this Resolution.

SECTION 9.10 Amendments to Resolution Not to Affect Tax Exemption

No amendment may be made to this Resolution or the Series 2017 Warrants, unless the Paying Agent receives a Favorable Tax Opinion.

SECTION 9.11 Repeal of Conflicting Provisions

All Resolutions and orders or parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 9.12 Effect of Headings and Table of Contents

The article and section headings herein and in the table of contents are for convenience only and shall not affect the construction hereof.

SECTION 9.13 Remedies

In the event that the County should default in the payment of the principal of or interest on the Series 2017 Warrants, or should fail to comply with any of the other covenants and agreements contained in this Resolution, the Holders of the Series 2017 Warrants shall be entitled to exercise all available remedies under the laws of the State of Alabama, whether in law or at equity.

Adopted this the ____ day of _____, 2017.

[S E A L]

Chairman of the Montgomery County Commission

Attest: _____
County Administrator

EXHIBIT A

Blanket Letter of Representations

The Blanket Letter of Representations is on file with The Depository Trust Company.

EXHIBIT 3.2(g)

Form of Definitive Terms Certificate

The undersigned, being the duly appointed Chairman of the Montgomery County Commission, a political subdivision (the "County Commission"), does hereby certify as follows:

1. This certificate is being delivered in connection with the issuance by the County of its \$_____ General Obligation Warrants, Series 2017 (the "Series 2017 Warrants") under and pursuant to a resolution duly adopted by the governing body of the County Commission on _____, 2017 (the "Warrant Resolution"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Resolution.

2. Section 7.2(b) of the Warrant Resolution sets forth the parameters for the amount and terms of the Series 2017 Warrants. Section 3.2(g) of the Warrant Resolution authorizes and directs the undersigned officer of the County Commission to execute and deliver in the name and on behalf of the County Commission a certificate that establishes, within the parameters set forth in Section 7.2(b) of the Warrant Resolution, the definitive amount and terms of the Series 2017 Warrants (the "Definitive Terms Certificate"). This certificate constitutes the Definitive Terms Certificate contemplated by the Warrant Resolution.

3. Pursuant to the authority granted by the County Commission set forth in Section 3.2(g) of the Warrant Resolution, the undersigned officer hereby establishes the following definitive amount and terms of the Series 2017 Warrants:

(a) The aggregate principal amount of the Series 2017 Warrants which may be authenticated and delivered and Outstanding is limited to \$_____.

(b) The Series 2017 Warrants shall mature on _____ 1 in the years _____ through _____ (each such maturity date being herein called a "Principal Payment Date"). [All Series 2017 Warrants with the same maturity shall bear interest at the same rate.] The principal amount and applicable interest rate of Series 2017 Warrants maturing on each Principal Payment Date (subject to adjustment as provided above) is as follows:

Year of Maturity	Principal Amount Maturing	Applicable Interest Rate
---------------------	------------------------------	-----------------------------

(c) The Series 2017 Warrants are subject to redemption prior to maturity as set forth on Annex 1 hereto.

4. The undersigned officer of the County Commission hereby certifies that the definitive amount and terms of the Series 2017 Warrants set forth above are in conformity with the parameters set forth in the Warrant Resolution and in support thereof hereby certifies that: (a) the principal amount of the Series 2017 Warrants is \$_____; (b) the final maturity date for the Series 2017 Warrants is _____; (c) the all-in total interest cost for the Series 2017 Warrants (that is, taking into account

accrued interest, any original issue discount or original issue premium, the underwriter's discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2017 Warrants, and any other costs of issuance paid from proceeds of the Series 2017 Warrants) is ____%; (d) the net present value savings resulting from the refunding of the Refunded Warrants is ____% of the refunded principal; and (e) the underwriter's discount reflected in the Purchase Agreement is \$____ per thousand dollars of the principal amount of the Series 2017 Warrants.

5. The proceeds from the sale of the Series 2017 Warrants shall be delivered to the Paying Agent and applied in accordance with Section 7.3 of the Warrant Resolution.

6. The undersigned officer of the County Commission holds such position as of the date hereof.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the County Commission by the undersigned officer.

Dated: _____, 2017.

Chairman

EXHIBIT 8.1(b)

Form of Requisition

TO: Regions Bank, as Paying Agent
under the Warrant Resolution referred to below Requisition No. _____

RE: General Obligation Warrants, Series 2017, issued by Montgomery County, Alabama (the
"County"), pursuant to an ordinance adopted by the Montgomery County Commission on
November __, 2017 (the "Warrant Resolution")

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Resolution.

Request for Payment by Montgomery County, Alabama

The County hereby requests payment from the Acquisition Fund of

\$ _____

to

Name of Payee: _____

Address of Payee: _____

Form of Payment (Check one): Check ☐ Wire transfer ☐

Wire Instructions: (if applicable) _____

ABA# _____

ACCT # _____

Such payment will be made for the following purpose(s):

(Describe purpose in reasonable detail)

The County hereby certifies that (i) the items for which payment is hereby requested are not items for which any previous request for payment has been made, (ii) the purpose for which such payment is to be made is one for which Acquisition Fund money is authorized to be paid under the Warrant Resolution, and (iii) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement or any applicable provision of law.

DATED: _____.

MONTGOMERY COUNTY, ALABAMA

By: _____
Authorized Board Representative



GOODWYN | MILLS | CAWOOD

GOODWYN, MILLS AND CAWOOD
2660 EASTCHASE LANE, SUITE 200 (36117)
P O BOX 242128
MONTGOMERY, ALABAMA 36124-2128
TEL 334.271.3200
FAX 334.272.1566

LETTER OF TRANSMITTAL
HAND ☒ MAIL ☐ PICK UP ☐ UPS ☐ FEDEX ☐

DATE October 10, 2017

TO Ms. Florence Cauthen
MONTGOMERY COUNTY COMMISSION
Courthouse Annex Building
101 South Lawrence
Montgomery, AL 36104

REFERENCE PROJECT OWNER-ARCHITECT AGREEMENT
PERRY STREET PARKING DECK RENOVATION
FOR MONTGOMERY COUNTY COMMISSION
GMC PROJECT NO. AMGM170057

COPIES	DATED	DESCRIPTION OF ITEM
2 Each	10/05/17	AIA B101-2007 Standard Form of Agreement Between Owner & Architect

REMARKS For approval and signature. Please return 1 executed copy of the AIA Agreement
back to our office

COPY TO

SIGNED Jill Nelson

Contract Administrator-Architecture

9-1

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifth day of October in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

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

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

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

Goodwyn Mills and Cawood, Inc.
2660 EastChase Lane, Suite 200
Montgomery, AL 36117

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

Perry Street Parking Deck Renovation
Montgomery, AL

GMC Project No. AMGM170057

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

Project Scope is the renovation of the existing parking deck on the corner of Washington Avenue and S. Perry Street in downtown Montgomery, Alabama.

Architect's Consultants:

Structural Engineering:
Blackburn, Daniels, O'Barr
8805 County Road 40 East
Lowndesboro, Alabama 36752
Jack Daniels, AL Reg.#16984

If Needed:

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:34:36 on 10/09/2017 under Order No. 4721535832 which expires on 03/13/2018, and is not for resale.

User Notes:

(3B9ADA1A)

9.3

Mechanical:

Borden Morris Garner
903 South Perry Street
Montgomery, Alabama 36104
Jack Morris, AL Reg.#16984

Electrical:

Goodwyn Mills and Cawood, Inc.
2660 EastChase Lane, Suite 200
Montgomery, Alabama 36117
John Averett, AL Reg.#16232

Civil:

Goodwyn Mills and Cawood, Inc.
2660 EastChase Lane, Suite 200
Montgomery, Alabama 36117
Cedric Campbell, AL Reg.#25059

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

.1 Commencement of construction date:

To Be Determined.

.2 Substantial Completion date:

To Be Determined.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

.1 General Liability

\$1,000,000-Each Occurrence / \$2,000,000-General Aggregate

9.4

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:34:36 on 10/09/2017 under Order No. 4721535832 which expires on 03/13/2018, and is not for resale.

User Notes:

(3B9ADA1A)

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$3,000,000-Each Claim / \$6,000,000 -Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating

95

environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and

9-6

Init.

conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

9.7

Init.

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

98

Init.

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

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

§ 3.6.4 SUBMITTALS

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

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

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

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Architect	See Article 4.2
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Included	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	

9-10

Init.

§ 4.1.22	Commissioning (B211™-2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

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

As-Built Drawings: Architect will measure existing building to produce measured drawings sufficient for construction and bidding documents

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

9.13

Init.

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

9.14

Init.

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

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

§ 8.2 MEDIATION

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

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

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

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other (Specify) See Section 8.4.1 of this Agreement

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

§ 8.4 OTHER-DISPUTE RESOLUTION PROCESSES

§ 8.4.1 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 either 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the State of Alabama.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

Init.

9-16

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order

Init.

9-17

to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

Fee shall be based on Alabama Building Commission Chapter 4, Section B Schedule of Basic Fee Rates, including a 25% increase for Major Renovations. Construction cost for this project is anticipated to be \$1,254,881.25. At this cost, the fee percentage would be 6.375%.

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

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

As-Built Documents: \$1500.00

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

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

See Exhibit A-Hourly Rate Sheet

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

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

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A-Hourly Rate Sheet

Employee or Category

Rate

Init.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

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

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

Based upon a mutually agreed upon fee depending on the percentage of work complete.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

0 % Zero per cent

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

See Exhibit B

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

Exhibit A: GMC Hourly Rate Sheet

Exhibit B: Attachment to Standard Form of Agreement Between Owner and Architect

Exhibit C: Certificate of Insurance

Exhibit D: Statement of Probable Cost

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

OWNER

(Signature)

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

(Printed name and title)

ARCHITECT

(Signature)

Freddie E. Lynn, Jr., AIA Sr. Vice President,
Architecture

(Printed name and title)

Init.

RATE SCHEDULE

Principal Architect/Engineer \$250.00 per hour

Jeffrey Brewer, AIA	George Goodwyn, PE	Galen Thackston, PE, LEED GA
Steve Cawood, PE	David Reed, PE, PLS	Bill Wallace, AIA

Executive VP/Senior VP \$200.00 per hour

Sara Butler, AIA, LEED GA	Burt Hankins, PE, PLS	Kevin Laird, PE	Jim Teel
Chris Engel, AIA, LEED BD+C	Mike Keeshen, AIA	Freddie Lynn, Jr., AIA, LEED GA	Derril Strickland, PE
Robert Gray, AIA, LEED AP	Buddy Koonce, PE	Jof Mehaffey, PWS	Lee Walters, PWS

Vice President \$190.00 per hour

Steve Alby, AIA, LEED	John Averrett, PE, LEED	John Bricken, ASLA, LEED GA	Wheeler Crook, PE	Gary Owen, AIA, LEED GA
Al Allenback	Tracy Bassett, AIA	Kirk Clayton, PLS	Gary Greenshields, AIA	Kevin Wales, PE
Paul Anderson, AIA	Amy Bell, AIA, LEED GA	Yann Cowart, AIA	Bobby Kemp, PE	

Senior Architect/Engineer/Planner \$190.00 per hour

Tim Blaydes, PE	Mark Coyle, AIA	John Hoover	Russ Roberts, PE	Max Vaughn, PE
Bruce Bodner, PE	Murray Dodd, PE	Gregory P.(Chuck) Jones, AIA	Jane Ross	Larry Watts, FAICP
Cedric Campbell, PE	Jim Fibbe, PE	Jennifer Landry, NCIDQ, LEED GA	Jeremy Sasser, PE	Rick Wendling, AIA
Jonathan Carn	Paul Fridl, AIA	Robert Littleton, AIA	Doug Seagle, PE	Burns Whittaker, PE
Bob Carter, PE, PLS	Bryant Griffin, PE, LEED GA	Charles Powell, PE	Jeff Slaton, AIA, LEED	Brian Winkler, PE
Gerald Clark, ASLA	Mike Hamrick, AIA	David Parker, PE	Keith Strickland, PE	Cole Williams, PE
Rick Clay, PLS	Jimmy Highers	Josh Pierce, PE	Mark Tiller, AIA	Carla Young, AIA

Architect I/Engineer/Interior Design/Project Manager/Hydrogeologist \$175.00 per hour

Bonnie Austin, AIA	Juan Gacha, PE	Nadine Nacy	John Raiford, PE, PhD	Jim Walker, AIA, LEED GA
Curtis Barber	Jacqui Hart, NCIDQ, AIA, LEED	Patrick Neuber, AIA	Jymalyn Redmond	Charles (Corky) Welch
Lance Bellenger	Natalie Hobbs, PE	Ed Niel, PLS	James Robinson, PE	Ben Whittenburg, AIA
Richard Clegg	Stephen Karas, PE	Topper Parham, AIA	Leonard Robinson, AIA	Bob Woodham, PE, PLS
Mike Christensen	Denise King, PE	Andy Perry, PE	Kenneth Shelton, PE	
Caleb Dean, PE	Michael McNeill, PE	Joe Pester	Katy Thomas, NCIDQ	
Sheppard Dearing	Bobby McClure	Richard Peterson	David Turner	
Jeff Fennell, PE	Jeff Miller, AIA, LEED	Jay Purkey	James Vaughn	

Architect II/Engineer/Interior Design/ Project Manager/Land Surveyor/Ecologist \$150.00 per hour

Justin Barrett, PE	Rob Carlton, PWS	Melanie Lang	Andrew Olds, AIA, JD, LEED AP	Matt Walker, PE
Chris Beasley	Trent Catron, NCIDQ	Corley Lauderdale, PE	Richard Painter, AIA	
Rusty Blackwell, PLS LEED GA	Brent Davis	Joshua Lindstrom, PE	Mary Catherine Price, PE	
Stuart Blackwell, PWS	Jay Gunther, PE	Susan McGallagher	Anthony Reid, PE	
Catherine Brooks, NCIDQ	Jill Puncocchar Hall	William McLemore, PE, LEED GA	Kyonta Smith, AIA	
Gary Brown	David Hughes	Melissa Mehaffey	Tim Smitherman, LEED GA	
Scott Campbell	Dina Knight, PM (GIS)	Michelle Morton	Hieu Vo	

Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist \$130.00 per hour

Tanner Backman	Kevin Downing	Marisa Lappin	Soraya Saffouri	Lori Woodham
Brandon Bias, AICP, LEED GA	Grant Dozier, LEED GA	Chris Murphy	Kathryn Strickland	
Shannon Bittle	Reid Fincher	Robert Ramsey	Dustin Till	
Rachel Crafton-Stiver	Joseph Herman	Lauren Rainey	Felipe Velastegui	

9-21

Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist				\$130.00 per hour
Dale Brasher, ASLA	Catarina Echols, LEED	Case O'Dell	Lauren Sanford	Matthew Smith
Alecia Brightwell, PE	Savannah Dunson	Patrick O'Leary, PE	Corey Shoop	Cameron Weldy, LEED GA
John Cleghorn	Andrew Fuller	Ryan Pearce, PE	Ashley Shorter	
Erik Consuegra	Milvia Gonzalez	Joe Pester	Edward Smith, EI	
Patrick Cox	Alina Hallaq	Andrew Pippin	Lori Smith, LEED GA	

Intern II/Architect/Engineer/Interior Design/Biologist/Resource Analyst/Airport Planner				\$110.00 per hour
Taylor Bradley	Mary-Whitney Evins, LEED	Steven Major EI	Cody Reed, PE	Alexa Turner, LEED
Oliver Busagara	Bea Forniss	Joshua Macbeth	Evan Reid, Biologist	Josh Vickers
Lisa Bowen-Whaley, PE	Quintavious Guyton	Amber McKinley	Cole Roberson	Frank Wang
Stacey Browning	Jessica Haag	Clint Mitchell	Jordan Russell, EI	Matthew Wert
Wesley Caputo, EI	Daniel Hall	Hillary Morgan	Tabb Sanford	April Yates, Biologist
Parker Clatt, Biologist	Joseph Herman	Dustin Murphy	Jay Shaddix	Jonathan Ziegler
Michelle Conway	Rhys Gratz, EI	Johanna Nemetz	Matt Thomason	
Grant Dozier, LEED GA	Andrew King			

Technical I/CA/QC				\$140.00 per hour
James Bagley, AIA	Kevin Jett	Jeremy Lewis	Frank Noble	Jeff Smith
Justin Barker	Margie Lambert	Tom McElroy	Matt Pate	John Sumerlin
Lamar Davis, CSI	David Langford	Nathaniel McFarland	Steve Pendley	Mike Swinson
Kurt Hankins				

CA/ROW Acquisition				\$125.00 per hour
Ted Arrington	Kevin Diamond	Jason McCord	Tylon Smith	John Turner
Jeff Bell	Terrance Duke	Jason Pierce	Bobby Spencer	Anthony Van De Ryt
Bo Boykin	Jamie Faust	Don Rector	Terry Staggs	David Waters
Mike Brown	Charlie Harris	A. Dale Robertson	John Snead	Jeff White
Mark Butcher	Judy Jones	Jody Scales	Alex Staton	
Shane Cox	Brent Maddox	DeAndrea Sellers	Jim Sullivan	

Technical II/CA/QC				\$110.00 per hour
Jason Atkins	John Bruner	Donald Jackson	James Patten	Larry Stavish
William Benyo	Adam Clinard	Dianne Massey	Jason Price	Brent Tucker
Michael Camp	Kenya Chillous	Travis McKnight	Wes Spires	

Technical III/CA				\$80.00 per hour
Josh Amacher	Andy Gregory	Zach Merritt	Jason Moorehouse	Mark Smith
Scott Arendsen	Greg Harrison	Allen Miller	Cody Pierce	Bobby Spencer
Daniel Brown	Mark Hohnhorst	David Miller	Jason Pierce	Terry Staggs
Skip Dickinson	Ryan Jessie	Forrest Milstead	Jimmy Pho	
Donnie Earnest	Christian Loden	Scott Montgomery	Winston Richardson	

Administrative				\$70.00 per hour
Tiffany Adams	Riley Davis	Renee Fowler	Missy Lee	Beth Shepherd
Kaci Bledsoe	Carrie Day	Patricia Gerecht	Ashley Morris	JeanAnn Smith
LuAnn Bowser	Pat Dew	Andrea Hodges	Jill Nelson	Patsy Stinson
Rebecca Connell	Lanita Evans	Tammy Huff	Carli Small, LEED GA	Leah Swinney
Elizabeth Cox	Lauren Faulkner	Sue Jones		

Surveying				
Party Chief		\$100		
Two-Man Survey Party w/GPS		\$145		
Three-Man Survey Party w/GPS; PLS		\$165		

9-22

Exhibit B

ATTACHMENT TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT
(B101-2007, 2007 Edition)

PERRY STREET PARKING DECK RENOVATION
FOR THE MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA
GMC PROJECT NO. AMGM1700XX

October 5, 2017

ARTICLE 12
Special Terms and Conditions

The Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services governs over the Exhibit "B" when the two are in conflict.

ARCHITECT'S RESPONSIBILITIES

12.1 Supplement To Article 2 Architect's Responsibilities.

Responsibilities for Delays

- a. The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slow downs or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disprove of the Architect's services or work product promptly, failure to obtain funding, failure to obtain major lease agreements or delays caused by faulty performance by the Owner or by the Contractors of any level. When such delays beyond the Architect's reasonable control occur, the Owner agrees the Architect is not responsible for damages, nor shall the Architect be deemed to be in default of this Agreement.

ADDITIONAL SERVICES

12.2 Project Representation Beyond Basic Services

- a. If more extensive representation at the site is required than is described under Article 3.4, Construction Phase, and if the Owner and Architect agree, one or more full-time Project Representative(s) shall be provided.
- b. It is agreed: (i) the Owner may elect, at its sole option, to provide full-time Project Representative(s), to be employed and compensated by the Owner and who shall be fully responsible to the Owner; or (ii) the Owner may elect, at its sole option, for the Architect to provide full-time Project Representative(s) as an Amendment to this Agreement.
- c. Through the on-site observations by full-time Project Representative(s) of the work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the work, but providing such project representation shall not modify the rights, responsibilities, or obligations or the Architect under this Agreement nor make the Architect responsible for construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the work in accordance with the Contract Documents.

12.3 Document Revisions

Providing services to change drawings, related documents, and providing associated construction administration after the Owner has approved Design Development Documents, to include but not be limited to:

- a. Making changes to alter the Owner approved Construction Cost Budget to: (i) to reduce the Estimate of Probable Construction Cost below the current Construction Cost Budget to reflect a savings to the Owner or (ii) to upgrade the quality or scope of the Project by increasing the Estimate of Probable Construction Cost up to, but within the current Construction Cost Budget.
- b. Making changes caused by the Owner's representatives (including users, special engineer(s) and/or consultant(s)) due to (i) errors and omissions in their drawings, specifications and related documents (ii) conflicts between the Architect's documents and the Owner's representatives, user's, special engineer's and/or consultant's documents which do not conform to the parameters of the Architect's documents or (iii) the failure to provide the Architect with design information on a timely basis for the orderly progress of the Project, in accordance with the Project Design Schedule where the Architect was not in prior possession of information.
- c. In cases where any changes are required as a result of discrepancies in the Architect's documents and its basic consultants' documents, (normal and special) the Architect shall, within the Basic Service Compensation, provide the professional services necessary to affect like changes to its documents.
- d. The Architect will provide an estimate of additional cost, based on the Architect's hourly rates, and submit to the Owner for approval.

12.4 Other Additional Services

- a. Providing services to review, attend meetings and revise documents for Governmental directed changes after the documents have been approved by the Governmental Agency having jurisdiction over the Project.
- b. Providing services to accommodate concealed conditions after construction documents are complete, not to include normal or common coordination issues that can and should be expected in a renovation project.

12.5 Additional Consultants

- a. It is understood and agreed that: (i) the Owner may elect, at its sole option, to provide additional special consultant(s), beyond those included as part of the Specialty Consultants currently employed for the project, to be employed and compensated by the Owner and who shall be fully responsible to the Owner, or (ii) the Owner may elect, as its sole option, for the Architect to provide the additional special consultant(s) as an Amendment to this Agreement.

MISCELLANEOUS PROVISIONS

12.6 Supplement to Article 10, Miscellaneous Provisions

- 10.9 There shall be no reduction in fee for actual services provided due to deductive Change Order items or deductive Alternates.
- 10.10 If a Change Order is generated as a result of an error or omission by the Architect, there will be no cost to the Owner for A/E fees.
- 10.11 **Project Betterment**
If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. If due to Architect's error, the Architect will be responsible for added cost due to demolition, corrective or other rework and on upcharges for out of sequence work.
- 10.12 **Consequential Damages**
Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of use and loss of profit.
- 10.13 **Indemnification**
Owner agrees to indemnify, hold harmless and defend the Architect and its Consultants from and against each and every claim made against Architect for loss of business, damages, equitable remedies, penalties, litigation expenses, attorney fees and insurance deductibles, or any combination thereof, brought against the Architect by reason of Architect's participation with the Project (as opposed to a claim based on Architect's own negligence, errors, or omissions) and arising out of interruption of public utilities, closing of public streets, and/or any injury to or destruction of tangible property, including the loss of use resulting from construction activities in and around the Project and other areas that must remain in use during the construction period. It is agreed and understood that the Owner, through itself and/or its Construction Manager, is responsible for providing access to restricted areas and for ensuring the proper and timely interruption and closing of public streets, as applicable. The Architect shall remain liable, however, for any claims brought against Architect, Owner, or others based upon Architect's professional negligent acts, errors or omissions in connection with Architect's performance under this Agreement or in connection with this Project.

END OF ARTICLE 12 Special Terms and Conditions

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	CONTACT NAME: Julie Faulkner PHONE (A/C, No, Ext): 334-517-1839 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: jfaulkner@hdbinsurance.com														
INSURED Goodwyn Mills & Cawood, Inc. 2660 Eastchase Lane, Suite 200 Montgomery, AL 36117	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Ameri</td> <td>25674</td> </tr> <tr> <td>INSURER C : AL Branch of AGC of AM Inc SIF</td> <td></td> </tr> <tr> <td>INSURER D : Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER E : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER F : CNA</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Co.	25615	INSURER B : Travelers Property Casualty Co of Ameri	25674	INSURER C : AL Branch of AGC of AM Inc SIF		INSURER D : Midwest Employers Casualty Company	23612	INSURER E : Phoenix Insurance Company	25623	INSURER F : CNA	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Charter Oak Fire Insurance Co.	25615														
INSURER B : Travelers Property Casualty Co of Ameri	25674														
INSURER C : AL Branch of AGC of AM Inc SIF															
INSURER D : Midwest Employers Casualty Company	23612														
INSURER E : Phoenix Insurance Company	25623														
INSURER F : CNA															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	6600J635966	03/03/2017	03/03/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	8100J635966	03/03/2017	03/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☐ OCCUR ☐ CLAIMS-MADE			CUP9J063976TIL17	08/31/2017	08/31/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CA1452017AL	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			EWC009234			E.L. EACH ACCIDENT \$1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	PBSC180024			E.L. DISEASE - EA EMPLOYEE \$1,000,000
F	Excess			6050024662	08/31/2017	08/31/2018	6,000,000 6,000,000 \$10,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: AMGM170057 Perry Street Parking Deck Renovation

CERTIFICATE HOLDER

CANCELLATION

Montgomery County Board of Commissioners
 PO Box 1667
 Montgomery, AL 36102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bonnie H. Harrison

9-26

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crow Friedman Group
A Risk Strategies Company
109 Columbiana Road
Birmingham, AL 35209

www.risk-strategies.com

INSURED
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

CONTACT NAME: Jackie Murk
PHONE (A/C, No, Ext): 901-820-0400 **FAX (A/C, No):** 901-820-0402
E-MAIL ADDRESS: jackie@crowfriedman.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Berkley Insurance Company

32603

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 38275060**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEC-9015704-01	7/1/2017	7/1/2018	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AMGM170057 Perry Street Parking Deck Renovation

CERTIFICATE HOLDER

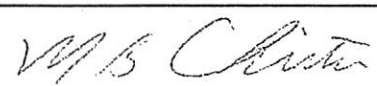
Montgomery County Commission
PO Box 1667
Montgomery AL 36102

CANCELLATION

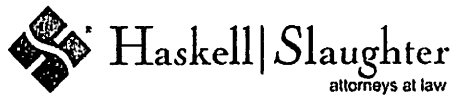
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian


9-27

© 1988-2015 ACORD CORPORATION. All rights reserved.



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

October 31, 2017

TT6

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Sworn Statement of Claim for Damages regarding Aurora Batrez

I have reviewed your memorandum of October 31, 2017, regarding the statement of claim for damages against County of Montgomery, pursuant to Section 11-47-190-92, Code of Alabama (1975) regarding and automobile accident involving Aurora Batrez and an employee of the Montgomery County Board of Education.

It is my opinion that this claim is the responsibility of the Montgomery County Board of Education. I recommend the MCC to recognize and deny this claim.

50051-317

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

October 31, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Sworn State of Claim for Damages regarding Aurora Batrez

Attached is a Sworn Statement of Claim for Damages Against County of Montgomery, Pursuant to Section 11-47-190-92, Code of Alabama (1975) regarding Aurora Batrez.

Please review and advise by Thursday, November 2, 2017, as to what action the County needs to take regarding this matter.

As always, thank you for your assistance.

/tn

Attachment

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

October 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: 2018 Montgomery County Commission Meeting Schedule

Every year, the County Commission approves a meeting schedule for the upcoming year. Attached is the proposed 2018 Montgomery County Commission Meeting Schedule.

We will discuss this schedule at Monday's meeting and I am requesting that it be placed on the November 20, 2017 agenda if you find it acceptable.

Should you have any questions, please contact me at 850-9131.

/tn

Attachment

11/



2018 Montgomery County Commission Meeting Schedule

+January	July
Monday, January 8 th	Monday, July 2 nd
Monday, January 22 nd	Monday, July 16 th
February	August
Monday, February 5 th	Monday, August 6 th
*Tuesday, February 20 th	Monday, August 20 th
March	September
Monday, March 5 th	* Tuesday, September 4 th
Monday, March 19 th	Monday, September 17 th
April	October
Monday, April 2 nd	Monday, October 1 st
Monday, April 16 th	Monday, October 15 th
May	November
Monday, May 7 th	Monday, November 5 th
Monday, May 21 st	Monday, November 19 th
June	December
Monday, June 4 th	Monday, December 3 rd
Monday, June 18 th	Monday, December 17 th

The Information Session begins at 8:00 a.m. at the Commissioner's Conference Room. The Formal Session begins at 9:30 a.m., in the Commissioners' Court. All sessions are held on the first floor of the Montgomery County Administration Building, Courthouse Annex III, located at 101 S. Lawrence Street.

* In keeping with the County Commission policy, adopted on November 14, 2012, commission meetings will take place on the first and third Mondays of each month. If a holiday falls on a meeting date, the meeting will be held the next day, on a Tuesday. There will be two (2) Tuesday meetings in 2018: Tuesday, February 20th (for President's Day), and Tuesday, September 4th (for Labor Day).

+Please note that in January 2018, the meetings will be held on the second and fourth Monday of the month.



Kay Ivey
Governor

Montgomery County
Department of Human Resources

3030 Mobile Highway
Montgomery, Alabama 36108
(334) 293-3100 phone

Sharonda M. Pettaway
Director



Nancy T. Buckner
Commissioner

ITGY CO. COMMISSION
CT 24'17 AM 9:02

October 20, 2017

Donald L. Mims
County Administrator
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

RE: Montgomery Co. DHR Board Member Vacancies

Dear Mr. Mims:

The terms of Sam Munnerlyn and Stacia Robinson expired as board members of the Montgomery County Department of Human Resources on September 5, 2017.

I am writing on behalf of the Department and requesting that these vacancies be filled as soon as possible.

Please be advised that the Montgomery County DHR Board Members respectfully make the following recommendations:

- It is recommended that Sam Munnerlyn be reappointed to serve another term.
- It is recommended that Carolyn Montgomery Clark be appointed to replace Stacia Robinson.

Thank you in advance for you time and attention to this matter.

Sincerely,


Sharonda M. Pettaway, MSW
Director

Montgomery County Board of Human Resources
Appointments Made Jointly with City

Members:

Term Expires:

* Sam Munnerlyn
1225 Air Base Blvd.
Montgomery, AL 36108
Work: 420-4216

9/5/2017

Dr. Paulette Thompson (Chairman)
1916 S. Hull Street
Montgomery, AL 36104-5625
Phone: 264-6164

9/5/2021

Henry L. Jackson, Jr.
808 Lynwood Drive
Montgomery, AL 36111
Cell: 678-571-5449
henry.jackson11@gmail.com

9/5/2019

George Goodwyn
3608 Oak Grove Circle
Montgomery, AL 36116

9/5/2019

* Stacia Robinson
P.O. Box 210894
Montgomery, AL 36121-0894
Phone: 279-1824

9/5/2017

Frank Jenkins
19 N. Anton Drive
Montgomery, AL 36105
Phone: 834-7903

9/5/2021

Martha Demere
3343 Southview Avenue
Montgomery, Alabama 36111

9/5/2019

Ms. Karen Smith, Director
County Department of Human Resources
P.O. Box 250380, Montgomery, AL 36125-0380

Brenda Blalock, City Clerk, City Hall

Term: 6 years



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

ITGV CO. COMMISSION
CT 30 '17 PM4:33

October 30, 2017

MEMORANDUM

TO : Mr. Donnie Mims, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham *DC*
Montgomery County Sheriff's Office

SUBJECT : Alabama Auburn Sports Bar and Grill
14716 Troy Highway, Matthews, AL 36052
010-Lounge Retail Liquor – Class I

I have reviewed the attached application for 010 Lounge Retail Liquor – Class 1. I object to the approval of the said license.

DC/crv

encls.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: ALABAMA AUBURN SPORTS BAR AND GRILL Filing Fee: \$50.00

Applicant: ALABAMA AUBURN SPORTS BAR AND GRILL LLC Transfer Fee:

Location Address: 14716 TROY HWY MATHEWS, AL 36052

Mailing Address: 116 SHEILA BLVD; APT C PRATTVILLE, AL 36066

County: MONTGOMERY Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP BK 2017 PGE 170

Date Incorporated: 08/10/2017 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 08/10/2017 Alabama State Sales Tax ID: R009705931

Federal Tax ID: 82-2288626

Name:	Title:	Date and Place of Birth:	Residence Address:
FLOYD STANLEY LARRY 7964455 - AL	OWNER	11/13/1963 NEW JERSEY	116 SHEILA BLVD PRATTVILLE, AL 36066

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

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

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

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

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

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

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

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

Contact Person: FLOYD LARRY

Business Phone: 334-296-8056

Fax:

Home Phone: 334-296-8056

Cell Phone: 334-296-8056

E-mail: KYDAVION2007@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: KINGS BAR AND GRILL

Applicant: KINGS BAR AND GRILL LLC

Previous License Number(s)

License 1: 010751951

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



Initial each

Signature page

☐ **FL.**
☐ **FL.**

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

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

☐ **FL.**

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

☐ **FL.**

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

☐ **FL.**

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

☐ **FL.**

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

☐ **FL.**

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

☐ **FL.**

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

☐ **FL.**

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

Applicant Name (print): **FLOYD LARRY**

Signature of Applicant: **Floyd Larry**

Notary Name (print): **RITA MCCOY**

Notary Signature: **Rita McCoy**

Commission expires: **4/17/2020**

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **BLOODSTRIP LLC WILLIAM C MOUNT 334-657-9629**
What is lessors primary business? **PROPERTY OWNER**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **00000** Display Square Footage:
Building seating capacity: **50** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Location is within: **COUNTY** Police protection: **COUNTY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
FLOYD LARRY	FRAUD ID THEFT	TROY PD	CONTACT ARRESTING AGENCY

Tammy Nix

From: Barry Robinson <administrator@wbrarch.com>
Sent: Tuesday, October 31, 2017 9:24 AM
To: Lamar Allen
Cc: Florence Cauthen; Donald Mims
Subject: Montgomery Sheriff Maintenance Shop
Attachments: Change Order 1 Proposal 10-16-17.pdf; Change Order 2 Proposal 10-16-17.pdf;
Change Order 3 Proposal 10-16-17.pdf; Change Order 4 Proposal 10-16-17.pdf;
Change Order 5 Proposal 10-16-17.pdf; Change Order 6 Proposal 10-16-17.pdf

Mr. Allen,

Attached are Change Order Proposals 1-6. Please sign and send back each proposal approving the changes. All change order proposals will be held until end of project and combined into Change Order #1.

Thanks,

Glazer



GLAZER ROBINSON, PROJECT MANAGER

906 SOUTH PERRY STREET

MONTGOMERY, ALABAMA 36104

334-269-5590 (OFFICE)

334-269-0556 (FAX)

EMAIL: BGROBINSON@WBRARCH.COM

Change Order Proposal

Date: 10/16/2017

Architect: Robinson and Associates Architecture, Inc.
Address: 906 South Perry Street
Montgomery, AL 36104

Contact Name: Barry Robinson
Contact Phone Number: (334)269-5590

Project: Montgomery County Sheriff Maintenance Shop
RAA Project #: 16-001

Change Order Proposal No. 1

TO BE COMPLETED BY CONTRACTOR

Description of Change:

This proposal is to deduct the 25% OH&P.

Contract Amount:

The Contract will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: \$ 39,250.00

Contract Time:

The Contract substantial completion time will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: _____
As a result of this change order proposal

Clarifications/Notes:

By: Ryan H
(Authorized Contractor Representative)

Date: 30 Oct 2017

Approved By: _____
(Owner)

Date: _____

Change Order Proposal

Date: 10/16/2017

Architect: Robinson and Associates Architecture, Inc.
Address: 906 South Perry Street
Montgomery, AL 36104

Contact Name: Barry Robinson
Contact Phone Number: (334)269-5590

Project: Montgomery County Sheriff Maintenance Shop
RAA Project #: 16-001

Change Order Proposal No. 2

TO BE COMPLETED BY CONTRACTOR

Description of Change:

This proposal is to change FRP doors to HM

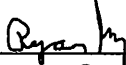
Contract Amount:

The Contract will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: \$ 11,000.00

Contract Time:

The Contract substantial completion time will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: _____
As a result of this change order proposal

Clarifications/Notes:

By: 
(Authorized Contractor Representative)

Date: 30 Oct 2017

Approved By: _____
(Owner)

Date: _____

Change Order Proposal

Date: 10/16/2017

Architect: Robinson and Associates Architecture, Inc.
Address: 906 South Perry Street
Montgomery, AL 36104

Contact Name: Barry Robinson
Contact Phone Number: (334)269-5590

Project: Montgomery County Sheriff Maintenance Shop
RAA Project #: 16-001

Change Order Proposal No. 3

TO BE COMPLETED BY CONTRACTOR

Description of Change:

This proposal is to deduct the VR admix.

Contract Amount:

The Contract will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: \$ 10,000.00

Contract Time:

The Contract substantial completion time will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: _____
As a result of this change order proposal

Clarifications/Notes:

By: Ryan M
(Authorized Contractor Representative)

Date: 30 Oct 2017

Approved By: _____
(Owner)

Date: _____

Change Order Proposal

Date: 10/16/2017

Architect: Robinson and Associates Architecture, Inc.
Address: 906 South Perry Street
Montgomery, AL 36104

Contact Name: Barry Robinson
Contact Phone Number: (334)269-5590

Project: Montgomery County Sheriff Maintenance Shop
RAA Project #: 16-001

Change Order Proposal No. 4

TO BE COMPLETED BY CONTRACTOR

Description of Change:

This proposal is to change epoxy flooring to hard tile.

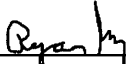
Contract Amount:

The Contract will be (~~increased~~) (decreased) (~~remain unchanged~~) by: \$ 3,700.00

Contract Time:

The Contract substantial completion time will be (~~increased~~) (~~decreased~~) (remain unchanged) by: _____
As a result of this change order proposal

Clarifications/Notes:

By: 
(Authorized Contractor Representative)

Date: 30 Oct 2017

Approved By: _____
(Owner)

Date: _____

Change Order Proposal

Date: 10/16/2017

Architect: Robinson and Associates Architecture, Inc.
Address: 906 South Perry Street
Montgomery, AL 36104

Contact Name: Barry Robinson
Contact Phone Number: (334)269-5590

Project: Montgomery County Sheriff Maintenance Shop
RAA Project #: 16-001

Change Order Proposal No. 5

TO BE COMPLETED BY CONTRACTOR

Description of Change:

This proposal is to change bench to standard shower bench.

Contract Amount:

The Contract will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: \$ 5,000.00

Contract Time:

The Contract substantial completion time will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: _____
As a result of this change order proposal

Clarifications/Notes:

By: 
(Authorized Contractor Representative)

Date: 30 Oct 2017

Approved By: _____
(Owner)

Date: _____

Change Order Proposal

Date: 10/16/2017

Architect: Robinson and Associates Architecture, Inc.
Address: 906 South Perry Street
Montgomery, AL 36104

Contact Name: Barry Robinson
Contact Phone Number: (334)269-5590

Project: Montgomery County Sheriff Maintenance Shop
RAA Project #: 16-001

Change Order Proposal No. 6

TO BE COMPLETED BY CONTRACTOR

Description of Change:

This proposal is to make four of the OH doors chain operated.

Contract Amount:

The Contract will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: \$ 2,667.00

Contract Time:

The Contract substantial completion time will be (~~increased~~) (~~decreased~~) (~~remain unchanged~~) by: _____
As a result of this change order proposal

Clarifications/Notes:

By: Ryan M
(Authorized Contractor Representative)

Date: 30 Oct 2017

Approved By: _____
(Owner)

Date: _____

Tammy Nix

From: Derrick Cunningham
Sent: Tuesday, October 24, 2017 4:07 PM
To: Donald Mims; Florence Cauthen
Subject: FW: Scanned image from MCSO SHERIFFS OFFICE
Attachments: Admin_20171024_161211.pdf

Here is the original agreement it needs to be updated in my name.

-----Original Message-----

From: Copier Scanner
Sent: Tuesday, October 24, 2017 4:12 PM
To: Derrick Cunningham <DerrickCunningham@mc-ala.org>
Subject: Scanned image from MCSO SHERIFFS OFFICE

Reply to: Admin <copier@mc-ala.org>
Device Name: MCSO SHERIFFS OFFICE
Device Model: MX-5070N
Location: MCSO STAFF COPY ROOM

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>



D. T. MARSHALL, SHERIFF

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

Memo To: All Units

From : Sheriff D. T. Marshall

Date : June 24, 2005

Subject : Tallapoosa Entertainment Center

Effective immediately the Montgomery County Sheriff's Office will patrol the property of the Tallapoosa Entertainment Center on Dozier Road. We will assist the Poarch Band of the Creek Indian Tribe Police Department Officer when requested.

After meetings with U.S. Attorney Leura Canary and representatives from the Bureau of Indian Affairs, it has been determined that the Montgomery County Sheriff's Office does have jurisdiction at the Tallapoosa Entertainment Center on Dozier Road. A Law Enforcement Agreement Between the Poarch Band of Creek Indian Tribe Police Department and the Montgomery County Sheriff's Office has been signed. Under this agreement, I will deputize certain Officers of the Poarch Band Police Department extending their jurisdiction to Montgomery County and Deputy Sheriff's who attend the B.I.A. training will receive commissions as Officers of their department. The B.I.A. training will be held in August at a yet to be determined site.

There are a few simple guidelines to follow when making arrests on the property of the Tallapoosa Entertainment Center. If the victim or suspect belong to any Indian tribe, the Tribal Police Department will take custody of the suspect or work the case if it is not of a major type such as Robbery or Murder, in which case the F.B.I. will be called. If a suspect is on their property and has an outstanding warrant, we will take custody of him or her and transport them to jail, even if the suspect is a member of an Indian Tribe. You may make an arrest of any non-Indian on their property for any crime that you observe or, if in the case of a felony, if you have probable cause. A Tribal Police Officer may call for your assistance and may either work the case themselves or ask that you handle the case if it is a felony, such as a drug case. These guidelines will be use but may determined on a case by case basis.

STATE OF ALABAMA)

MONTGOMERY COUNTY)

**LAW ENFORCEMENT AGREEMENT BETWEEN THE POARCH BAND OF
CREEK INDIAN TRIBE AND THE MONTGOMERY COUNTY SHERIFF'S OFFICE.**

This Agreement dated June 23rd, 2005 is between the Poarch Band Of Creek Indian Tribal Police Department and the Montgomery County Sheriff's Office.

The Poarch Band Of Creek Indian Tribe is authorized to enter into agreements with state, local and federal governments, including cooperative law enforcement agreements under the Tribal Constitution, Article IV, Section 4 (c). The Montgomery County Sheriff is authorized by the Constitution of the State of Alabama to enforce the laws of the State of Alabama.

The intent of this Agreement is to provide for better law enforcement by establishing a process of cross-deputization of the Poarch Band of Creek Indian Tribal Police Officers and Montgomery County Sheriff Deputies.

"Cross-Deputized Officer" means any law enforcement officer that is a party to this agreement who is commissioned pursuant to this agreement by one or more of the other parties to serve as a law enforcement officer of the other party or parties.

The Montgomery County Sheriff agrees to swear in, commission, and perform all acts necessary to ensure that all members of the Poarch Band of Creek Indian Tribal Police Department, who meet the qualifications of a P.O.S.T.C. certified Montgomery County Deputy Sheriff, are fully deputized as and become Reserve Deputy Sheriffs of Montgomery County, Alabama, and the Poarch Band of Creek Indian Tribal Police Department agrees to swear in, commission and likewise perform all acts necessary to ensure that the Sheriff and all deputies of the Montgomery County Sheriff's Office, who meet the qualifications of a P.O.S.T.C. certified Poarch Band of Creek Indian Tribal Police officer, become Tribal Police Officers.

The Chief of Police of the Poarch Band of Creek Indian Tribal Police Department may, at any time, suspend or revoke the tribal law enforcement officer commission of any cross-deputized officer, for reason solely within his or her discretion. The Montgomery County Sheriff may, at any time suspend or revoke the Sheriff's Office Deputy commission of any cross-deputized Deputy, for reasons solely within his or her discretion. The

Montgomery County Sheriff shall receive written notice from the Chief of Police of the Poarch Band of Creek Indian Tribal Police Department if the tribal commission of a Montgomery County Deputy Sheriff is suspended or revoked. The written notice shall include the reason for the suspension or revocation. Likewise, the Chief of Police of the Poarch Band of Creek Indian Tribal Police Department shall receive written notice from the Montgomery County Sheriff if the Deputy Sheriff commission of a Tribal Police Officer is revoked or suspended. The written notice shall include the reason for the suspension or revocation. The commission of any cross-deputized Deputy Sheriff or of any cross-deputized Tribal Police Officer shall be terminated at the time that the employment of the Officer or Deputy is ended with their respective agency.

It is the intent of the parties that all Tribal Police Officers sworn in as Montgomery County Deputy Sheriffs, when acting in their official capacity, shall have all powers, duties, rights, privileges, and immunities accorded to Deputy Sheriffs. It is the intent of the parties that all Montgomery County Deputy Sheriffs sworn in as Poarch Band of Creek Tribal Indian Police Officers, when acting in their official capacity, shall have all powers, duties, rights and privileges and immunities accorded to Tribal Police Officers.

Cross-deputized Montgomery County Deputy Sheriffs shall have all the powers of tribal law enforcement officers to enforce the tribal criminal code and applicable federal criminal law, including the power to make arrests for violations of tribal laws. Cross-deputized Poarch Band of Creek Indian Tribal Police Officers shall have all the powers of Montgomery County Deputy Sheriffs to enforce state laws in Montgomery County, including but not limited to, the power to make arrests for violations of state laws. These powers of arrest should be normally used while on duty and in the scope of their official duties, however, exigent circumstances may exist in which the Deputy or Tribal Officer may use these powers.

Cross-deputized Montgomery County Deputy Sheriffs shall remain under the ultimate control of the Montgomery County Sheriff but shall take advice and directions from the Tribal Police official designated by the Tribal Police Chief while in the Tribe's jurisdiction. Cross-deputized Poarch Band of Creek Indian Tribal Police Officers shall remain under the ultimate control of the Poarch Band of Creek Indian Tribal Chief of Police but shall take advice and directions from the Montgomery County Sheriff or his designee while in the jurisdiction of the Montgomery County Sheriff.

Cross-deputized Montgomery County Deputy Sheriffs are not employees of the Poarch Band of Creek Indian Tribe. The Montgomery County Sheriff's Office shall remain liable for its employees' salaries, worker's compensation protection and civil liabilities and each Deputy Sheriff shall be deemed to be performing regular duties for the Montgomery County Sheriff's Office while performing services pursuant to this agreement.

Cross-deputized Poarch Band of Creek Indian Tribal Police Officers commissioned pursuant to this agreement are not employees of the Montgomery County Sheriff's Office. The Poarch Band of Creek Indian Tribe shall remain liable for its employees' salaries, worker's compensation protection and civil liabilities and each Tribal officer shall be deemed to be performing regular duties for the Tribe while performing services pursuant to this agreement.

This Agreement shall be effective from the date that it is signed by Montgomery County Sheriff D.T. Marshall or upon termination of the same by the Montgomery County, Alabama, Sheriff or the Chief of Police of the Poarch Band of Creek Indian Tribal Police Department upon ten (10) days notice in writing to the other party.

The provisions of this agreement shall be severable. If any court or regulatory agency declares any provision of this agreement to be invalid, void, unenforceable, either in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement.

POARCH BAND OF CREEK INDIANS

BY: 

DATE: 6/23/2005

MONTGOMERY COUNTY SHERIFF

BY: D T Marshall

DATE: 6-23-05

MONTGOMERY COUNTY
COMMISSION
OWNER REPRESENTATION
SERVICES

*AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND OWNER'S REPRESENTATIVE*

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES
4. OWNER'S RESPONSIBILITIES
5. PARTIES' REPRESENTATIVES
6. CONTRACT DURATION
7. COMPENSATION
8. AMENDMENTS TO THE OWNER'S REPRESENTATIVE SERVICES
9. INSURANCE
10. TERMINATION OF THE AGREEMENT AND OWNER'S
RIGHT TO PERFORM OWNER'S REPRESENTATIVES SERVICES
11. DISPUTE RESOLUTION
12. MISCELLANEOUS PROVISIONS
13. OTHER CONDITIONS

**PROGRAM MANAGEMENT OWNER'S REPRESENTATIVE AGREEMENT AND
GENERAL CONDITIONS BETWEEN OWNER AND OWNER'S REPRESENTATIVE**

**ARTICLE 1
AGREEMENT**

This Agreement is made this 1st day of November in the year 2017, by and between the

OWNER:
(Name and Address)

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

ATTENTION: Elton Dean, Chairman

and the

OWNER'S REPRESENTATIVE:
(Name and Address)

**TCU CONSULTING SERVICES, LLC
P.O. BOX 230487
MONTGOMERY, ALABAMA 36123**

For services in connection with the following
PROGRAM:

**MONTGOMERY COUNTY DEPARTMENT OF
HUMAN RESOURCES PROJECT**

Notice to the parties shall be given at the above addresses.

ARTICLE 2

GENERAL PROVISIONS

2.1 The Owner retains the Owner's Representative to consult with and assist the Owner in developing and implementing the Owner's Program as defined in this Agreement. The Owner's Representative shall be the Owner's agent, shall exercise its skill and judgment in furnishing Owner's Representative services **and shall not in any respect serve as a Construction Manager, General Contractor or Sub-contractor.**

2.2 TEAM RELATIONSHIP The Owner and the Owner's Representative agree to proceed with the Program on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and any other contract entered into by the Owner in connection with the Program as between the Owner and the Owner's Representative, this Agreement and Exhibits hereto shall govern.

2.4 DEFINITIONS

2.4.1 The Owner's Representative Documents consist of:
.1 this Agreement;

2.4.2 The services to be provided by the Owner's Representative are the Basic Services as set forth in Article 3 of this Agreement.

2.4.3 The term Day shall mean calendar day.

2.4.4 The Owner's Program is a description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. The Program description is provided in Article 1, above.

2.4.5 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up.

ARTICLE 3

OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES

The Owner's Representative shall provide the services indicated in Paragraph 3.2 as the Owner's Representative's responsibility in the Basic Scope of Services during the Phases described below. These services may be provided in one or more of the phases of the Owner's program or in one or more phases of a discrete project within the overall program. The duration of the phases will be used as the basis of compensation of the Owner's Representative as described in Article 7. Portions of each of the Phases of Service may commence before the previous phase is completed, in which case both phases may proceed concurrently.

3.1 The Owner's Program is defined as follows:

3.1.1 DEPARTMENT OF HUMAN RESOURCES BUILDING Initial Program Budget of \$32,000,000.00.

3.2 DESCRIPTION OF SERVICES RENDERED UNDER BASIC SCOPE OF SERVICES
A description of basic services to be rendered by Owner's Representative under this Agreement is contained in Exhibit "A".

3.3 MANAGEMENT INFORMATION SYSTEMS Ownership of management information systems developed by the Owner's Representative in the performance of this agreement remains the property of the Owner's Representative.

3.4 OWNER'S REPRESENTATIVE'S SERVICES The Owner's Representative shall perform its Services in accordance with the standard of care normally practiced by Owner's Representative firms in performing services of a similar nature at the time and place the Services are performed.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 INFORMATION PROVIDED BY OWNER

4.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project, including the Owner's Program requirements and other relevant information necessary for the Owner's Representative to provide its services.

4.1.2 The Owner shall provide reasonable evidence satisfactory to the Owner's Representative, prior to commencing the Owner's Representative Services and during the progress of the Owner's Representative Services, that sufficient funds are available and committed for Owner's Representative Services as may be approved in the course of this Agreement. Unless such reasonable evidence is provided, the Owner's Representative shall not be required to commence or continue the Owner's Representative Services. The Owner's Representative may stop Owner's Representative Services after thirty (30) days' written notice to the Owner if such evidence is not presented within a reasonable time. The failure of the Owner's Representative to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of the Owner's Representative's right to request or insist that such evidence be provided at a later date.

4.1.3 The Owner's Representative shall be entitled to rely on the completeness and accuracy of the information required by this Paragraph 4.1. After reasonable evidence of financial arrangements has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Owner's Representative.

4.2 OWNER'S RESPONSIBILITIES DURING PHASES OF SERVICE

4.2.1 The Owner shall contract directly with other firms for the provision of design, supervision, construction, other related services, and work and goods required to be implemented by the Program as described in Exhibit "A".

4.2.1.1 All contracts let by or on behalf of the Owner in connection with the Program shall contain a provision providing that the other party to the contract agree to defend, indemnify and hold the Owner's Representative harmless from all claims for bodily injury and property damage to the extent of the negligence attributed to such acts or omissions by the other party to the contract or anyone employed directly or indirectly by them or anyone for whose acts they may be liable. In addition, all such contracts shall contain a provision requiring the other party to include the Owner's Representative as an additional named insured party, primary and noncontributory, on their insurance policies for the project. Finally, all such contracts and any subcontracts thereunder shall include the Owner's Representative expressly as a beneficiary of any "No damage for Delay Clause" or other clause limiting the liability of the Owner for economic losses suffered by a contractor or subcontractor.

4.2.1.2 Other than as set forth on Exhibit "A", the Owner's Representative shall not be responsible for, nor liable to the Owner for any damages arising out of, the failure of other persons providing services, work or goods to the Owner to carry out the performance, of their contracts with the Owner.

4.2.1.3 The Owner shall direct that communications with the Owner's direct contractors shall be through the Owner's Representative as Owner's Representative.

4.2.2 If the Owner becomes aware of any error, omission or failure of the Owner's Representative to meet the requirements of this Agreement the Owner shall give prompt written notice to the Owner's Representative.

ARTICLE 5

PARTIES' REPRESENTATIVES

5.1 The Owner and the Owner's Representative agree that the success of their contractual relationship will depend in large part on the individuals designated to represent the Owner and the Owner's Representative for the purposes of this Agreement. In order to further the team relationship contemplated by this Agreement, the Owner and the Owner's Representative agree that their respective individual representatives will be mutually agreeable and that these representatives will not be changed except upon written consent, which will not be unreasonably

withheld. The Owner and Owner's Representative shall each designate, in writing, two individuals, one as their primary representative and the second as an alternate to act in the absence of the primary representative. The primary representative and the alternate shall each have the authority to bind the respective parties in all matters requiring the parties' approval, authorization or written notice to the extent permitted by law

5.2 OWNER'S REPRESENTATIVE'S REPRESENTATIVE The Owner's Representative's representatives shall be fully acquainted with the Owner's Representative's Scope of Services. The individuals identified on Exhibit "A" shall not be changed without the written consent of the Owner, which will not be unreasonably withheld, and each individual will meet or exceed the necessary hours worked as set forth in Exhibit "A" as necessary to complete the terms of this Agreement.

5.3 OWNER'S REPRESENTATIVES The Owner's representatives shall be fully acquainted with the Owner's Program.

5.4 The primary representatives shall communicate with each other as often as needed during the term of this Agreement and, at a minimum, shall confer either personally or by telephone at least weekly.

ARTICLE 6

CONTRACT DURATION

6.1 COMMENCEMENT OF THE OWNER'S REPRESENTATIVE SERVICES The Owner's Representative Services shall commence on or about **November 1, 2017** upon written directive from Owner to Owner's Representative.

6.2 DEVELOPMENT OF THE PROGRAM SCHEDULE The Owner's Representative, based upon information provided in the Owner's Program, shall submit an initial Program Schedule and Management Plan to the Owner for review on or before **December 1, 2017**.

6.3 AMENDMENTS TO THE PROGRAM SCHEDULE The Owner's Representative Services shall proceed in general accordance with the approved Program Schedule as such schedule may be amended from time to time, subject to Subparagraph 4.1.2. In the event delays to the implementation of Owner's Program are encountered for any reason, the parties agree to undertake reasonable steps to manage and mitigate the effect of such delays. If causes beyond the Owner's Representative's reasonable control delay, extend or change the time for performance of the Owner's Representative Services, the compensation for Owner's Representative's Service and the Schedule may be equitably adjusted.

ARTICLE 7

COMPENSATION

7.1 COMPENSATION Upon execution of this Agreement, payments will be made as set forth in Article 13.1.

7.2 The Owner's Representative's shall be compensated for the services described in the Exhibit "A" and as set forth in Article 13.1.

7.3 ADJUSTMENT IN THE OWNER'S REPRESENTATIVE'S FEE

In addition to causes for fee adjustment noted, the Owner's Representative's Fee may be adjusted as follows:

- .1 For delays in the Owner's Representative Services not caused by the Owner's Representative, there may be an equitable adjustment in the Owner's Representative's Fee to compensate the Owner's Representative for increased expenses; and
- .2 If the Owner's Representative is placed in charge of managing the replacement of an insured or uninsured loss, the Owner's Representative shall be paid an additional fee in the same proportion that the Owner's Representative's Fee bears to the estimated cost of the Owner's Representative Services.

7.4 PAYMENTS Payments for Owner's Representative Services shall be due and payable within ten (10) days following presentation of the Owner's Representative's monthly invoice to the Owner. If the Owner fails to pay the Owner's Representative as agreed, then the Owner's Representative shall have the right to stop the services.

ARTICLE 8

AMENDMENTS TO THE OWNER'S REPRESENTATIVE SERVICES

8.1 AMENDMENTS Amendments to the Owner's Representative Services which are within the general scope of this Agreement may be accomplished by written amendment between the parties including adjustments in Compensation, Fee and Cost of Owner's Representative Services as applicable.

8.2 NO OBLIGATION TO PERFORM The Owner's Representative shall not be obligated to perform additional Owner's Representative Services until a written amendment has been executed by the Owner and Owner's Representative.

ARTICLE 9

INDEMNITY AND INSURANCE

9.1 LIABILITY INSURANCE Each party shall be responsible for obtaining and maintaining its own liability insurance for claims arising out of the performance of this agreement. Owners Representative shall obtain and provide proof of general liability and errors and omissions coverage in the amount of \$2,000,000 each on or before **November 1, 2017**.

9.2 HOLD HARMLESS The Owner's Representative, to the extent of its Commercial General Liability policy, agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the Owner's Representative, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Owner's Representative, its employees, agents and officers. The Owner's Representative agrees to investigate, handle, respond to, provide defense for and defend such claims, demand, or suits at its sole expense. The Owner's Representative also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent

ARTICLE 10

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM OWNER'S REPRESENTATIVE'S SERVICES

10.1 TERMINATION BY THE OWNER'S REPRESENTATIVE

10.1.1 Upon Thirty (30) days' written notice to the Owner, the Owner's Representative may terminate this Agreement for any of the following reasons:

- .1** If the Services have been stopped for a thirty (30) day period
 - a.** Under court order or order of other governmental authorities having jurisdiction.
 - b.** As a result of the declaration of a national emergency or other governmental act; or
 - c.** Because of the Owner's failure to pay the Owner's Representative in accordance with this Agreement;
- .2** If the Services are suspended by the Owner for sixty (60) days;
- .3** If the owner materially delays the Owner's Representative in the performance of the Owner's Representative Services;
- .4** If the Owner otherwise materially breaches this Agreement; or
- .5** If the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.2 of this Agreement.

10.1.2 Upon termination by the Owner's Representative in accordance with Subparagraph

10.1.1, the Owner's Representative shall be entitled to recover from the Owner payment for all Owner's Representative Services performed prior to termination, plus reasonable demobilization costs.

10.2 OWNER'S RIGHT TO PERFORM OWNER'S REPRESENTATIVE'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

10.2.1 If the Owner's Representative fails to perform any of its material obligations under this Agreement, the Owner may, after thirty (30) days' written notice, during which period the Owner's Representative fails to perform such obligation, undertake to perform such obligations.

10.2.2 Upon thirty (30) days' written notice to the Owner's Representative, the Owner may terminate this Agreement for any of the following reasons:

- .1 If in the reasonable opinion of the Owner, the Owner's Representative fails to perform to the satisfaction of the owner;
- .2 If the Owner's Representative has received payment from the Owner but does not make proper payment to its consultants and service providers;
- .3 If the Owner's Representative fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 If the Owner's representative otherwise materially breaches this agreement.

10.2.3 If the Owner's Representative files a petition under the Bankruptcy Code, this Agreement shall terminate if the Owner's Representative or the Owner's Representative's trustee rejects the Agreement or, if there has been a default and the Owner's Representative is unable to give adequate assurance that the Owner's Representative will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.4 In the event the Owner exercises its rights under Subparagraph 10.2.1, 10.2.2, or 10.2.3, upon the request of the Owner's Representative, the Owner shall provide a detailed accounting of the cost incurred by the Owner.

10.3 TERMINATION BY OWNER WITHOUT CAUSE If the Owner terminates this Agreement other than as set forth in Paragraph 10.2, the Owner shall pay the Owner's Representative for all Owner's Representative Services executed to date and reasonable demobilization costs.

10.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

10.4.1 The Owner may order the Owner's Representative in writing to suspend, delay or interrupt all or any part of the Owner's Representative Services without cause for such period of

time, not to exceed thirty (30) days, as the Owner may determine to be appropriate for its convenience.

10.4.2 Adjustments caused by suspension, delay or interruption may be made for increases or decreases in the Owner's Representative's Compensation and schedule adjustments as necessary. No adjustment shall be made if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 11

DISPUTE RESOLUTION

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

11.2 SERVICE CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Owner's Representative shall continue the Owner's Representative Services and maintain the approved schedules during any mediation proceedings. If the Owner's Representative continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

11.3 COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such litigation.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT Neither the Owner nor the Owner's Representative shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

12.2 GOVERNING LAW This Agreement shall be governed by the law of the State of Alabama.

12.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.4 NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.5 TITLES The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

ARTICLE 13

OTHER CONDITIONS

13.1 OTHER PROVISIONS

The Compensation for the Owner Representative Basic Scope of Services as listed in Exhibit "A" to this Agreement shall be a fixed, stipulated sum amount of \$ 957,600.00. The fixed, stipulated sum amount includes all expenses such as printing, reproductions, overtime expenses, office expenses, travel hours and mileage and all other project related expenses.

The fixed, stipulated sum amount is based on thirty six (36) month duration. If changes in the scope of services or duration occur that is beyond the Owner's Representative's reasonable control delay, extend or change the time for performance of the Owner's Representative's Services, the compensation for Owner's Representative's Service and the Schedule may be equitably adjusted by mutual agreement of the parties.

By signing this agreement, TCU Consulting Services, LLC represents that it is not currently engaged in, nor will it engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade.

This Agreement is entered into as of the date entered in Article 1.

OWNER: MONTGOMERY COUNTY COMMISSION

BY: _____ ♦

PRINT NAME: _____ ♦

PRINT TITLE: _____

OWNER'S REPRESENTATIVE: TCU CONSULTING SERVICES, LLC ♦

ATTEST: _____

BY: _____ ♦

PRINT NAME: W. Ken Upchurch, III ♦

PRINT TITLE: Managing Partner ♦

MONTGOMERY COUNTY COMMISSION

November 1, 2017

EXHIBIT "A" Owner Representative Scope of Services Department of Human Resources

A. GENERAL PROGRAM REQUIREMENTS

1. **PROJECT STATUS REPORTS.** TCU will become knowledgeable of the Owner's reporting needs, will interview the Owner's key personnel, and, in conjunction with the Owner, will determine the type of information and distribution process. TCU will prepare and distribute a Monthly Report, which will include status on all projects. The Monthly Report will include a project schedule report and project budget.
2. **PROGRAM DOCUMENTATION.** TCU will review and document the Program Requirements of each phase of the project, Owner's schedule goals, and budget data. Program Documentation will include the following requirements:
 - a) TCU shall establish a Project Filing System.
 - b) TCU shall manage all Project Documentation thru an on-line system.
 - c) TCU shall provide to the Owner a Program Approval Book.
3. **DESIGN AND CONSTRUCTION SCHEDULE UPDATES.** TCU will review and distribute schedule updates, as needed. After an evaluation of the actual progress as observed by TCU; schedule activities will then be assigned percentage-complete values in conjunction with the Design Consultant and/or Contractor. The report will reflect actual progress as compared to schedule progress noting variances (if any) as negative float. The Schedule updates will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.

B. PROGRAMMING / PLANNING PHASE

1. **MANAGEMENT PLAN.** TCU will prepare a Program Organizational Chart.
2. **MASTER SCHEDULE.** TCU will develop a Master Schedule as a part of the Management Plan. The Master Schedule will contain key milestones to be accomplished by the Project participants. Once the Master Schedule is defined, a more comprehensive List of Critical Dates will be prepared.
3. **PROJECT BUDGET.** TCU will review the Program of Requirements, site constraints, the Owner's schedule goals, and budget data in existence, and develop the Project budget based on this data and TCU's historical cost data. TCU will make a report of the budget to the Owner indicating (1) shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program of Requirements if

necessary. Upon balancing the budget with the Program of Requirements, TCU will present to the Owner the Project budget.

C. DESIGN PHASE

1. **DESIGN PHASE COORDINATION.** TCU will serve as the Owner's representative in coordination of the design team's activities and will provide leadership with respect to the implementation of design phase procedures by all parties.
2. **MONITOR DESIGN SCHEDULE.** TCU will expedite the flow of information between the Owner, the Design Consultant, and other parties. TCU will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.
3. **DESIGN PROGRESS MEETINGS.** TCU will coordinate and/or attend design progress meetings in conjunction with the Owner, Design Consultant, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. TCU will require the Design Consultant transcribe and distribute minutes of these meetings to all attendees and all other appropriate parties.
4. **LIMITED DESIGN REVIEW.** TCU shall review the in-progress design documents for adherence to the Program of Requirements. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. TCU's comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, nothing here or elsewhere in this agreement will:
 - a) relieve the Design Consultant of its responsibility to provide sound design and properly prepare contract documents; and
 - b) make TCU in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant.
5. **CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, TCU will provide input to the Owner and Design Consultant relative to value, sequencing of construction, duration of construction of various building methods, and constructability. TCU's comments will be provided in writing and as notations on the submittal documents.
6. **COORDINATION REVIEW.** TCU will review the Design consultant's 95% contract document submissions and provide written comments on the coordination by the Design Consultant of the various disciplines, including architectural, structural, mechanical, electrical and plumbing. TCU's comments will be provided in writing and as notations on the submittal documents.
7. **EXPEDITE AGENCY REVIEWING AND APPROVALS.** TCU will assist in securing and transmitting appropriate documents to the various approval agencies outside the

Owner at the appropriate times and will expedite these agencies' approvals to the extent reasonably feasible.

8. **UPDATE MASTER SCHEDULE.** During the design phase, TCU will periodically update and maintain the Master Schedule. The updated Master Schedule will be distributed to the Owner, the Design Consultant, and other appropriate parties.
9. **COST MONITORING.** TCU will monitor the cost of the design in each phase. TCU will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.
10. **SCHEMATIC DESIGN ESTIMATE.** TCU will review the Schematic Design Estimate at the conclusion of the Schematic Design phase. This Schematic Design Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

TCU's estimates of probable construction cost will represent TCU's best judgment as a professional familiar with the construction industry. However, TCU has no control over the cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. TCU therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

11. **DESIGN DEVELOPMENT ESTIMATE.** TCU will review the Design Development Estimate at the conclusion of the Design Development phase. This Design Development Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

TCU's estimates of probable construction cost will represent TCU's best judgment as a professional familiar with the construction industry. However, TCU has no control over the cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. TCU therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

12. **95% CONSTRUCTION DOCUMENT (CD) ESTIMATE.** TCU will review the 95% CD Estimate at the conclusion of the 95% CD phase. This 95% CD Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

TCU's estimates of probable construction cost will represent TCU's best judgment as a professional familiar with the construction industry.

However, TCU has no control over the cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. TCU

therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

13. **COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, or 95% CD Estimates, TCU will conduct cost adjustment sessions with the Design Consultant and the Owner. At the conclusion of these sessions, TCU, in conjunction with the Owner, will request commitments from the Design Consultant for design adjustments to the documents.
14. **CONTRACTS FOR CONSTRUCTION.** TCU will review, for the Owner's approval, the Invitation to Bid, the Form of Proposal, the General Conditions, the Supplementary Conditions and the Special Conditions for the contracts for construction.

TCU will review the Design Consultant's General Requirements and make recommendations for their modification as they apply to the specific contract in question. The General Conditions will contain various construction phase time/cost control provisions, which, in general, provide better Owner control and options to expedite the construction. The Supplementary Conditions and Special Conditions will be tailored to meet the specific project requirements as approved by the Owner.

15. **BIDDING AND AWARD PHASE PROCEDURES.** To the extent reasonably feasible, TCU will in-conjunction with the design Team develop and expedite bidding procedures for bid document issuance, bidder tracking and receipt of proposals.
 - a) **BID ADVERTISEMENTS.** TCU will assist the Design Consultant in preparing and placing notices and advertisements relative to intent to solicit bids on the Project.
 - b) **PRE-BID CONFERENCE(S).** TCU will attend pre-bid conference(s). These conferences will be a forum for the Owner, TCU, and Design Consultant to present the project requirements to the bidders.
 - c) **COORDINATION AND INQUIRIES.** TCU will direct communications to the Design Consultant related to Bidder inquiries and seek resolution from the appropriate party. TCU will instruct the Design Consultant to issue addenda when necessary.
 - d) **ADDENDA REVIEW.** TCU will review each addendum during the Bid Phase for time, cost, or constructability impact, and make appropriate comments or recommendations.
 - e) **BID EVALUATION.** Upon receipt of bids, TCU will assist the Owner in the bid opening, evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award of a contract.
 - f) **CONSTRUCTION CONTRACT NEGOTIATIONS.** TCU will negotiate on behalf of the Owner with the Contractor when negotiation for added or deleted scope is necessary prior to award of contract.

g) CONSTRUCTION CONTRACT(S). TCU will review the construction contract(s) on behalf of the Owner. TCU will also provide the Notice to Proceed on behalf of the Owner to help assure a proper start of the construction.

h) PRE-CONSTRUCTION CONFERENCE(S). TCU will participate in conjunction with the Owner and the Design Consultant, a pre-construction orientation conference(s) for the benefit of the successful Contractor(s) and will assist the Design Consultant to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.

D. CONSTRUCTION PHASE

1. CONTRACT ADMINISTRATION. TCU will administer, on behalf of the Owner, the construction contract as provided in the General Conditions of the contract for construction.
2. SUBMITTAL PROCEDURES. TCU will monitor the Design Consultant's procedures for submittals, change orders, payment requests and other items. TCU, for the Owner, will maintain logs, files, and other necessary documentation. As the Owner's representative, TCU will be the party, through which change orders, payment requests, and other information will be processed from the Design Consultant to the Contractor.
3. JOB SITE MEETINGS. TCU will attend periodic job-site progress meetings with the Contractors.
4. TECHNICAL INSPECTION AND TESTING. TCU will review the technical inspection and testing reports provided by the Design Consultant or other third parties. All technical inspection reports will be in a format approved by TCU and will be received by TCU on a daily basis.
5. CONSTRUCTION OBSERVATION. TCU will make reasonable efforts to observe the progress of the Work and advise the Design Consultant of any deviations, defects or deficiencies TCU observes in the Work. TCU's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents. These day-to-day observations will not, however, cause TCU to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
6. NON-CONFORMING WORK. TCU will review the Design Consultant's recommendations for corrective action on observed nonconforming work.

7. **EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, TCU will advise the Owner and make recommendations to the Owner for exercising the Owner's contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
8. **MASTER SCHEDULE.** TCU will continue to update and maintain the Master Schedule by incorporating all in-progress adjustments, and will distribute the updated Master Schedule to the Owner, Design Consultant and other appropriate parties.
9. **CONSTRUCTION SCHEDULE.** Upon the Owner's transmission of a Notice of Award to the successful Contractor, TCU will review the Contractor's construction schedule against the Master Schedule.
10. **SCHEDULE OF VALUES.** TCU will review the Contractor's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and as the basis for all future progress payments during the Construction Phase.
11. **CONSTRUCTION PROGRESS REVIEW.** TCU will review the progress of construction with the Design Consultant and/or Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report. This report will reflect the Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractor and will indicate to the Owner when notices to the Contractor for acceleration of the Work and the Owner prerogatives are appropriate.
12. **MONTHLY CONTRACTOR PAYMENT.** TCU will review the Design Consultant's recommendations pertaining to monthly payment to each Contractor. This activity will be an integral part of the monthly progress report updates.
13. **CHANGE ORDER PROCESSING SYSTEM.** TCU will monitor and review the Change Order processing system. All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary. The request for proposal will be transmitted to the Design Consultant and a detailed breakdown of cost and time extension requested will be returned to from the Contractor for evaluation. TCU will make recommendations to the Owner prior to execution of change orders. All change orders and requests for proposals will be tracked in TCU's log, which will be the basis for the Change Order report to Owner.
14. **EVALUATE PROPOSAL COST.** TCU will evaluate the Contractor's proposal cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
15. **NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** TCU will negotiate change order costs and time extensions on behalf of the Owner when

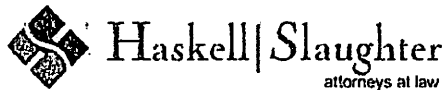
appropriate. TCU will advise the Owner of acceptability of price and time extension prior to the execution of any change order.

16. **CHANGE ORDER STATUS.** TCU shall include Change Order status within the Monthly Report throughout the Construction Phase.
17. **CONTRACTOR CLAIMS.** TCU will be the recipient from the Design Consultant of all notices of claims by Contractors against the Owner for additional cost or time due to any alleged cause. TCU will perform a preliminary evaluation of the contents of the claim; obtain factual information concerning the claim, and make recommendations to the Owner.
18. **CLAIMS ANALYSIS.** TCU will analyze the claims for extension of time and impact cost, using the schedule reports.
19. **EQUIPMENT INSTRUCTION MANUALS.** TCU will receive from the Design Consultant all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
20. **AS-BUILT DOCUMENTS.** TCU will receive from the Design Consultant the Contractor's "as-built" documents.
21. **SUBSTANTIAL COMPLETION.** In conjunction with the Design Consultant, TCU will make a determination of the remaining work necessary for Substantial Completion, and notify the Contractor thru the Design Consultant of any observed deficiencies. When incomplete work or defective work has been remedied, TCU thru the Design Consultant will advise the Owner of acceptability of Project completeness, and issue a Certificate of Substantial Completion thru the Design Consultant. In the event of remaining incomplete items, TCU will, upon the Owner's concurrence, issue Certificate of Substantial Completion with exceptions noted thru the Design Consultant.
22. **FINAL COMPLETION.** TCU, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, advise the Owner which will indicate whether TCU and the Design Consultant find the Work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations for payment to the Contractor.

E. OCCUPANCY PHASE

1. **OCCUPANCY PERMIT.** TCU will receive the occupancy permit on behalf of the Owner. TCU will assist the Owner in accompanying governmental officials during inspections of the facility, preparing and submitting proper documentation to the appropriate approving agencies, final testing and other necessary and reasonable activities.
2. **FINAL PROJECT REPORT.** At the conclusion of the project, TCU will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items, which are not self-explanatory.

3. **WARRANTY INSPECTIONS.** During the warranty period of the Project, TCU will conduct warranty inspections at a frequency requested by the Owner and will report deficiencies which should be covered by the warranty. Upon the Owner's transmission of a notice to the Contractor concerning these deficiencies, TCU will serve as an expediter to verify that remedies are being provided in a timely manner and that a satisfactory solution to the deficiencies is provided.



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

TTG

MEMORANDUM

October 19, 2017

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Proposed Agreements with TCU Consulting Services, LLC

I have reviewed your memorandum of October 19, 2017, regarding the TCU Consulting Services regarding the Montgomery County Department of Human Resources Project and Montgomery County Miscellaneous Capital Projects.

It is my opinion that both of the contracts are for professional services and are not subject to the Alabama Bid Law. The contracts contain the County's standard dispute resolution verbiage and appear to be acceptable as is. The contracts will be binding on all parties if executed.

I am also of the opinion that the services provided for in these contracts are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the contracts should not be executed if it is the desire of the Montgomery County Commission.

50051-317

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

October 19, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposed Agreements with TCU Consulting Services, LLC

Attached are two proposed Agreements from TCU Consulting Services, LLC (Ken Upchurch) regarding the Montgomery County Department of Human Resources Project and Montgomery County Miscellaneous Capital Projects.

These two proposed Agreements are very similar to the prior Agreement we had regarding Annex III and the new jail. The Agreements have our standard dispute resolution. Please note that on page 8 of both Agreements, paragraph 9-2 HOLD HARMLESS states "The Owner's Representative, to the extent of its Commercial General Liability policy, agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the Owner's Representative, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Owner's Representative, its employees, agents and officers. The Owner's Representative agrees to investigate, handle, respond to, provide defense for and defend such claims, demand, or suits at its sole expense. The Owner's Representative also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent." I do not believe I have ever seen an Agreement before that had the phrase "...to the extent of its Commercial General Liability policy..."

Please review the two Agreements and issue an opinion by 4:00 p.m., Thursday, October 19, 2017, as to whether they are acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

16-22

Tammy Nix

From: Florence Cauthen
Sent: Wednesday, October 18, 2017 4:32 PM
To: Donald Mims
Cc: Tammy Nix
Subject: FW: Agreements
Attachments: MCC DHR REV2 2017107.pdf; MCC MISC REV2 20171017.pdf

From: Ken Upchurch III [mailto:wkuiii@wkupchurch.com]
Sent: Tuesday, October 17, 2017 4:19 PM
To: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Agreements

Florence

See attached as revised per our conversation this afternoon. Let me know what else I can do to help.

The changes occur as follows:

1. Miscellaneous Projects Agreement
 - Article 3.1.1: Separated the projects and listed budgets
 - Article 13.1: Revised the Fixed Fee amount to include additional 12 months. We will be at risk for the additional 4 months in the current schedule.
 - Article 13.1: Listed separate amounts and durations for the two project groupings
 - Article 13.1: third paragraph, revised language re: adjustment of fee from "shall" to "may" and required that it be "mutual agreement"
2. DHR
 - Article 13.1 Revised Fixed Fee amount down slightly to make it an even number when divided by 36 months
 - Article 13.1: third paragraph, revised language re: adjustment of fee from "shall" to "may" and required that it be "mutual agreement"

If you have any questions, let me know.

Thanks,

Ken

MONTGOMERY COUNTY
COMMISSION
OWNER REPRESENTATION
SERVICES

*AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND OWNER'S REPRESENTATIVE*

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES
4. OWNER'S RESPONSIBILITIES
5. PARTIES' REPRESENTATIVES
6. CONTRACT DURATION
7. COMPENSATION
8. AMENDMENTS TO THE OWNER'S REPRESENTATIVE SERVICES
9. INSURANCE
10. TERMINATION OF THE AGREEMENT AND OWNER'S
RIGHT TO PERFORM OWNER'S REPRESENTATIVES SERVICES
11. DISPUTE RESOLUTION
12. MISCELLANEOUS PROVISIONS
13. OTHER CONDITIONS

**PROGRAM MANAGEMENT OWNER'S REPRESENTATIVE AGREEMENT AND
GENERAL CONDITIONS BETWEEN OWNER AND OWNER'S REPRESENTATIVE**

**ARTICLE 1
AGREEMENT**

This Agreement is made this 1st day of November in the year 2017, by and between the

OWNER:
(Name and Address)

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

ATTENTION: Elton Dean, Chairman

and the

OWNER'S REPRESENTATIVE:
(Name and Address)

**TCU CONSULTING SERVICES, LLC
P.O. BOX 230487
MONTGOMERY, ALABAMA 36123**

For services in connection with the following
PROGRAM:

**MONTGOMERY COUNTY MISCELLANEOUS CAPITAL
PROJECTS**

Notice to the parties shall be given at the above addresses.

ARTICLE 2

GENERAL PROVISIONS

2.1 The Owner retains the Owner's Representative to consult with and assist the Owner in developing and implementing the Owner's Program as defined in this Agreement. The Owner's Representative shall be the Owner's agent, shall exercise its skill and judgment in furnishing Owner's Representative services and shall not in any respect serve as a Construction Manager, General Contractor or Sub-contractor.

2.2 TEAM RELATIONSHIP The Owner and the Owner's Representative agree to proceed with the Program on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and any other contract entered into by the Owner in connection with the Program as between the Owner and the Owner's Representative, this Agreement and Exhibits hereto shall govern.

2.4 DEFINITIONS

2.4.1 The Owner's Representative Documents consist of:
.1 this Agreement;

2.4.2 The services to be provided by the Owner's Representative are the Basic Services as set forth in Article 3 of this Agreement.

2.4.3 The term Day shall mean calendar day.

2.4.4 The Owner's Program is a description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. The Program description is provided in Article 1, above.

2.4.5 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up.

ARTICLE 3

OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES

The Owner's Representative shall provide the services indicated in Paragraph 3.2 as the Owner's Representative's responsibility in the Basic Scope of Services during the Phases described below. These services may be provided in one or more of the phases of the Owner's program or in one or more phases of a discrete project within the overall program. The duration of the phases will be used as the basis of compensation of the Owner's Representative as described in Article 7. Portions of each of the Phases of Service may commence before the previous phase is completed, in which case both phases may proceed concurrently.

3.1 The Owner's Program is defined as follows:

3.1.1 MISCELLANEOUS CAPITAL PROJECTS

- 1. Courthouse Renovations: Initial Program Budget of \$9,000,000.00**
- 2. Miscellaneous Renovation Projects: Initial Program Budget of \$16,000,000.00**

3.2 DESCRIPTION OF SERVICES RENDERED UNDER BASIC SCOPE OF SERVICES

A description of basic services to be rendered by Owner's Representative under this Agreement is contained in Exhibit "A".

3.3 MANAGEMENT INFORMATION SYSTEMS Ownership of management information systems developed by the Owner's Representative in the performance of this agreement remains the property of the Owner's Representative.

3.4 OWNER'S REPRESENTATIVE'S SERVICES The Owner's Representative shall perform its Services in accordance with the standard of care normally practiced by Owner's Representative firms in performing services of a similar nature at the time and place the Services are performed.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 INFORMATION PROVIDED BY OWNER

4.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project, including the Owner's Program requirements and other relevant information necessary for the Owner's Representative to provide its services.

4.1.2 The Owner shall provide reasonable evidence satisfactory to the Owner's Representative, prior to commencing the Owner's Representative Services and during the progress of the Owner's Representative Services, that sufficient funds are available and committed for Owner's Representative Services as may be approved in the course of this Agreement. Unless such reasonable evidence is provided, the Owner's Representative shall not be required to commence or continue the Owner's Representative Services. The Owner's Representative may stop Owner's Representative Services after thirty (30) days' written notice to the Owner if such evidence is not presented within a reasonable time. The failure of the Owner's Representative to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of the Owner's Representative's right to request or insist that such evidence be provided at a later date.

4.1.3 The Owner's Representative shall be entitled to rely on the completeness and accuracy of the information required by this Paragraph 4.1. After reasonable evidence of financial arrangements has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Owner's Representative.

4.2 OWNER'S RESPONSIBILITIES DURING PHASES OF SERVICE

4.2.1 The Owner shall contract directly with other firms for the provision of design, supervision, construction, other related services, and work and goods required to be implemented by the Program as described in Exhibit "A".

4.2.1.1 All contracts let by or on behalf of the Owner in connection with the Program shall contain a provision providing that the other party to the contract agree to defend, indemnify and hold the Owner's Representative harmless from all claims for bodily injury and property damage to the extent of the negligence attributed to such acts or omissions by the other party to the contract or anyone employed directly or indirectly by them or anyone for whose acts they may be liable. In addition, all such contracts shall contain a provision requiring the other party to include the Owner's Representative as an additional named insured party, primary and noncontributory, on their insurance policies for the project. Finally, all such contracts and any subcontracts thereunder shall include the Owner's Representative expressly as a beneficiary of any "No damage for Delay Clause" or other clause limiting the liability of the Owner for economic losses suffered by a contractor or subcontractor.

4.2.1.2 Other than as set forth on Exhibit "A", the Owner's Representative shall not be responsible for, nor liable to the Owner for any damages arising out of, the failure of other persons providing services, work or goods to the Owner to carry out the performance, of their contracts with the Owner.

4.2.1.3 The Owner shall direct that communications with the Owner's direct contractors shall be through the Owner's Representative as Owner's Representative.

4.2.2 If the Owner becomes aware of any error, omission or failure of the Owner's Representative to meet the requirements of this Agreement the Owner shall give prompt written notice to the Owner's Representative.

ARTICLE 5

PARTIES' REPRESENTATIVES

5.1 The Owner and the Owner's Representative agree that the success of their contractual relationship will depend in large part on the individuals designated to represent the Owner and the Owner's Representative for the purposes of this Agreement. In order to further the team relationship contemplated by this Agreement, the Owner and the Owner's Representative agree that their respective individual representatives will be mutually agreeable and that these representatives will not be changed except upon written consent, which will not be unreasonably

withheld. The Owner and Owner's Representative shall each designate, in writing, two individuals, one as their primary representative and the second as an alternate to act in the absence of the primary representative. The primary representative and the alternate shall each have the authority to bind the respective parties in all matters requiring the parties' approval, authorization or written notice to the extent permitted by law

5.2 OWNER'S REPRESENTATIVE'S REPRESENTATIVE The Owner's Representative's representatives shall be fully acquainted with the Owner's Representative's Scope of Services. The individuals identified on Exhibit "A" shall not be changed without the written consent of the Owner, which will not be unreasonably withheld, and each individual will meet or exceed the necessary hours worked as set forth in Exhibit "A" as necessary to complete the terms of this Agreement.

5.3 OWNER'S REPRESENTATIVES The Owner's representatives shall be fully acquainted with the Owner's Program.

5.4 The primary representatives shall communicate with each other as often as needed during the term of this Agreement and, at a minimum, shall confer either personally or by telephone at least weekly.

ARTICLE 6

CONTRACT DURATION

6.1 COMMENCEMENT OF THE OWNER'S REPRESENTATIVE SERVICES The Owner's Representative Services shall commence on or about **November 1, 2017** upon written directive from Owner to Owner's Representative.

6.2 DEVELOPMENT OF THE PROGRAM SCHEDULE The Owner's Representative, based upon information provided in the Owner's Program, shall submit an initial Program Schedule and Management Plan to the Owner for review on or before **December 1, 2017**.

6.3 AMENDMENTS TO THE PROGRAM SCHEDULE The Owner's Representative Services shall proceed in general accordance with the approved Program Schedule as such schedule may be amended from time to time, subject to Subparagraph 4.1.2. In the event delays to the implementation of Owner's Program are encountered for any reason, the parties agree to undertake reasonable steps to manage and mitigate the effect of such delays. If causes beyond the Owner's Representative's reasonable control delay, extend or change the time for performance of the Owner's Representative Services, the compensation for Owner's Representative's Service and the Schedule may be equitably adjusted.

ARTICLE 7

COMPENSATION

7.1 COMPENSATION Upon execution of this Agreement, payments will be made as set forth in Article 13.1.

7.2 The Owner's Representative's shall be compensated for the services described in the Exhibit "A" and as set forth in Article 13.1.

7.3 ADJUSTMENT IN THE OWNER'S REPRESENTATIVE'S FEE

In addition to causes for fee adjustment noted, the Owner's Representative's Fee may be adjusted as follows:

- .1 For delays in the Owner's Representative Services not caused by the Owner's Representative, there may be an equitable adjustment in the Owner's Representative's Fee to compensate the Owner's Representative for increased expenses; and
- .2 If the Owner's Representative is placed in charge of managing the replacement of an insured or uninsured loss, the Owner's Representative shall be paid an additional fee in the same proportion that the Owner's Representative's Fee bears to the estimated cost of the Owner's Representative Services.

7.4 PAYMENTS Payments for Owner's Representative Services shall be due and payable within ten (10) days following presentation of the Owner's Representative's monthly invoice to the Owner. If the Owner fails to pay the Owner's Representative as agreed, then the Owner's Representative shall have the right to stop the services.

ARTICLE 8

AMENDMENTS TO THE OWNER'S REPRESENTATIVE SERVICES

8.1 AMENDMENTS Amendments to the Owner's Representative Services which are within the general scope of this Agreement may be accomplished by written amendment between the parties including adjustments in Compensation, Fee and Cost of Owner's Representative Services as applicable.

8.2 NO OBLIGATION TO PERFORM The Owner's Representative shall not be obligated to perform additional Owner's Representative Services until a written amendment has been executed by the Owner and Owner's Representative.

ARTICLE 9

INDEMNITY AND INSURANCE

9.1 LIABILITY INSURANCE Each party shall be responsible for obtaining and maintaining its own liability insurance for claims arising out of the performance of this agreement. Owners Representative shall obtain and provide proof of general liability and errors and omissions coverage in the amount of \$2,000,000 each on or before **November 1, 2017**.

9.2 HOLD HARMLESS The Owner's Representative, to the extent of its Commercial General Liability policy, agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the Owner's Representative, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Owner's Representative, its employees, agents and officers. The Owner's Representative agrees to investigate, handle, respond to, provide defense for and defend such claims, demand, or suits at its sole expense. The Owner's Representative also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent

ARTICLE 10

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM OWNER'S REPRESENTATIVE'S SERVICES

10.1 TERMINATION BY THE OWNER'S REPRESENTATIVE

10.1.1 Upon Thirty (30) days' written notice to the Owner, the Owner's Representative may terminate this Agreement for any of the following reasons:

- .1** If the Services have been stopped for a thirty (30) day period
 - a.** Under court order or order of other governmental authorities having jurisdiction.
 - b.** As a result of the declaration of a national emergency or other governmental act; or
 - c.** Because of the Owner's failure to pay the Owner's Representative in accordance with this Agreement;
- .2** If the Services are suspended by the Owner for sixty (60) days;
- .3** If the owner materially delays the Owner's Representative in the performance of the Owner's Representative Services;
- .4** If the Owner otherwise materially breaches this Agreement; or
- .5** If the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.2 of this Agreement.

10.1.2 Upon termination by the Owner's Representative in accordance with Subparagraph 10.1.1, the Owner's Representative shall be entitled to recover from the Owner payment for all Owner's Representative Services performed prior to termination, plus reasonable demobilization costs.

10.2 OWNER'S RIGHT TO PERFORM OWNER'S REPRESENTATIVE'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

10.2.1 If the Owner's Representative fails to perform any of its material obligations under this Agreement, the Owner may, after thirty (30) days' written notice, during which period the Owner's Representative fails to perform such obligation, undertake to perform such obligations.

10.2.2 Upon thirty (30) days' written notice to the Owner's Representative, the Owner may terminate this Agreement for any of the following reasons:

- .1 If in the reasonable opinion of the Owner, the Owner's Representative fails to perform to the satisfaction of the owner;
- .2 If the Owner's Representative has received payment from the Owner but does not make proper payment to its consultants and service providers;
- .3 If the Owner's Representative fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 If the Owner's representative otherwise materially breaches this agreement.

10.2.3 If the Owner's Representative files a petition under the Bankruptcy Code, this Agreement shall terminate if the Owner's Representative or the Owner's Representative's trustee rejects the Agreement or, if there has been a default and the Owner's Representative is unable to give adequate assurance that the Owner's Representative will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.4 In the event the Owner exercises its rights under Subparagraph 10.2.1, 10.2.2, or 10.2.3, upon the request of the Owner's Representative, the Owner shall provide a detailed accounting of the cost incurred by the Owner.

10.3 TERMINATION BY OWNER WITHOUT CAUSE If the Owner terminates this Agreement other than as set forth in Paragraph 10.2, the Owner shall pay the Owner's Representative for all Owner's Representative Services executed to date and reasonable demobilization costs.

10.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

10.4.1 The Owner may order the Owner's Representative in writing to suspend, delay or interrupt all or any part of the Owner's Representative Services without cause for such period of

time, not to exceed thirty (30) days, as the Owner may determine to be appropriate for its convenience.

10.4.2 Adjustments caused by suspension, delay or interruption may be made for increases or decreases in the Owner's Representative's Compensation and schedule adjustments as necessary. No adjustment shall be made if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 11

DISPUTE RESOLUTION

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

11.2 SERVICE CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Owner's Representative shall continue the Owner's Representative Services and maintain the approved schedules during any mediation proceedings. If the Owner's Representative continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

11.3 COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such litigation.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT Neither the Owner nor the Owner's Representative shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

12.2 GOVERNING LAW This Agreement shall be governed by the law of the State of Alabama.

12.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.4 NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.5 TITLES The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

ARTICLE 13

OTHER CONDITIONS

13.1 OTHER PROVISIONS

The Compensation for the Owner Representative Basic Scope of Services as listed in Exhibit "A" to this Agreement shall be a fixed, stipulated sum amount of \$852,000.00. The fixed, stipulated sum amount shall be allocated to the projects as follows:

1. Courthouse Renovations: \$ 384,000.00 with a Project duration of Forty Eight (48) months
2. Miscellaneous Renovation Projects: \$ 468,000.00 with a Project Duration of Thirty Six (36) months

The fixed, stipulated sum amount includes all expenses such as printing, reproductions, overtime expenses, office expenses, travel hours and mileage and all other project related expenses.

If changes in the scope of services or duration occur that is beyond the Owner's Representative's reasonable control delay, extend or change the time for performance of the Owner's Representative's Services, the compensation for Owner's Representative's Service and the Schedule may be equitably adjusted by mutual agreement of the parties.

By signing this agreement, TCU Consulting Services, LLC represents that it is not currently engaged in, nor will it engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade.

This Agreement is entered into as of the date entered in Article 1.

OWNER: MONTGOMERY COUNTY COMMISSION

BY: _____ ♦

PRINT NAME: _____ ♦

PRINT TITLE: _____

OWNER'S REPRESENTATIVE: TCU CONSULTING SERVICES, LLC ♦

ATTEST: _____

BY: _____ ♦

PRINT NAME: W. Ken Upchurch, III ♦

PRINT TITLE: Managing Partner ♦

MONTGOMERY COUNTY COMMISSION

November 1, 2017

EXHIBIT "A" Owner Representative Scope of Services Miscellaneous Projects

A. GENERAL PROGRAM REQUIREMENTS

1. **PROJECT STATUS REPORTS.** TCU will become knowledgeable of the Owner's reporting needs, will interview the Owner's key personnel, and, in conjunction with the Owner, will determine the type of information and distribution process. TCU will prepare and distribute a Monthly Report, which will include status on all projects. The Monthly Report will include a project schedule report and project budget.
2. **PROGRAM DOCUMENTATION.** TCU will review and document the Program Requirements of each phase of the project, Owner's schedule goals, and budget data. Program Documentation will include the following requirements:
 - a) TCU shall establish a Project Filing System.
 - b) TCU shall manage all Project Documentation thru an on-line system.
 - c) TCU shall provide to the Owner a Program Approval Book.
3. **DESIGN AND CONSTRUCTION SCHEDULE UPDATES.** TCU will review and distribute schedule updates, as needed. After an evaluation of the actual progress as observed by TCU; schedule activities will then be assigned percentage-complete values in conjunction with the Design Consultant and/or Contractor. The report will reflect actual progress as compared to schedule progress noting variances (if any) as negative float. The Schedule updates will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.

B. PROGRAMMING / PLANNING PHASE

1. **MANAGEMENT PLAN.** TCU will prepare a Program Organizational Chart.
2. **MASTER SCHEDULE.** TCU will develop a Master Schedule as a part of the Management Plan. The Master Schedule will contain key milestones to be accomplished by the Project participants. Once the Master Schedule is defined, a more comprehensive List of Critical Dates will be prepared.
3. **PROJECT BUDGET.** TCU will review the Program of Requirements, site constraints, the Owner's schedule goals, and budget data in existence, and develop the Project budget based on this data and TCU's historical cost data. TCU will make a report of the budget to the Owner indicating (1) shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program of Requirements if

necessary. Upon balancing the budget with the Program of Requirements, TCU will present to the Owner the Project budget.

C. DESIGN PHASE

1. **DESIGN PHASE COORDINATION.** TCU will serve as the Owner's representative in coordination of the design team's activities and will provide leadership with respect to the implementation of design phase procedures by all parties.
2. **MONITOR DESIGN SCHEDULE.** TCU will expedite the flow of information between the Owner, the Design Consultant, and other parties. TCU will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.
3. **DESIGN PROGRESS MEETINGS.** TCU will coordinate and/or attend design progress meetings in conjunction with the Owner, Design Consultant, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. TCU will require the Design Consultant transcribe and distribute minutes of these meetings to all attendees and all other appropriate parties.
4. **LIMITED DESIGN REVIEW.** TCU shall review the in-progress design documents for adherence to the Program of Requirements. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. TCU's comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, nothing here or elsewhere in this agreement will:
 - a) relieve the Design Consultant of its responsibility to provide sound design and properly prepare contract documents; and
 - b) make TCU in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant.
5. **CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, TCU will provide input to the Owner and Design Consultant relative to value, sequencing of construction, duration of construction of various building methods, and constructability. TCU's comments will be provided in writing and as notations on the submittal documents.
6. **COORDINATION REVIEW.** TCU will review the Design consultant's 95% contract document submissions and provide written comments on the coordination by the Design Consultant of the various disciplines, including architectural, structural, mechanical, electrical and plumbing. TCU's comments will be provided in writing and as notations on the submittal documents.
7. **EXPEDITE AGENCY REVIEWING AND APPROVALS.** TCU will assist in securing and transmitting appropriate documents to the various approval agencies outside the

Owner at the appropriate times and will expedite these agencies' approvals to the extent reasonably feasible.

8. **UPDATE MASTER SCHEDULE.** During the design phase, TCU will periodically update and maintain the Master Schedule. The updated Master Schedule will be distributed to the Owner, the Design Consultant, and other appropriate parties.
9. **COST MONITORING.** TCU will monitor the cost of the design in each phase. TCU will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.
10. **SCHEMATIC DESIGN ESTIMATE.** TCU will review the Schematic Design Estimate at the conclusion of the Schematic Design phase. This Schematic Design Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

TCU's estimates of probable construction cost will represent TCU's best judgment as a professional familiar with the construction industry. However, TCU has no control over the cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. TCU therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

11. **DESIGN DEVELOPMENT ESTIMATE.** TCU will review the Design Development Estimate at the conclusion of the Design Development phase. This Design Development Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

TCU's estimates of probable construction cost will represent TCU's best judgment as a professional familiar with the construction industry. However, TCU has no control over the cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. TCU therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

12. **95% CONSTRUCTION DOCUMENT (CD) ESTIMATE.** TCU will review the 95% CD Estimate at the conclusion of the 95% CD phase. This 95% CD Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

TCU's estimates of probable construction cost will represent TCU's best judgment as a professional familiar with the construction industry.

However, TCU has no control over the cost of labor and materials, contractors' methods of determining prices, or competitive bidding and market conditions. TCU

therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

13. **COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, or 95% CD Estimates, TCU will conduct cost adjustment sessions with the Design Consultant and the Owner. At the conclusion of these sessions, TCU, in conjunction with the Owner, will request commitments from the Design Consultant for design adjustments to the documents.

14. **CONTRACTS FOR CONSTRUCTION.** TCU will review, for the Owner's approval, the Invitation to Bid, the Form of Proposal, the General Conditions, the Supplementary Conditions and the Special Conditions for the contracts for construction.

TCU will review the Design Consultant's General Requirements and make recommendations for their modification as they apply to the specific contract in question. The General Conditions will contain various construction phase time/cost control provisions, which, in general, provide better Owner control and options to expedite the construction. The Supplementary Conditions and Special Conditions will be tailored to meet the specific project requirements as approved by the Owner.

15. **BIDDING AND AWARD PHASE PROCEDURES.** To the extent reasonably feasible, TCU will in-conjunction with the design Team develop and expedite bidding procedures for bid document issuance, bidder tracking and receipt of proposals.

- a) **BID ADVERTISEMENTS.** TCU will assist the Design Consultant in preparing and placing notices and advertisements relative to intent to solicit bids on the Project.

- b) **PRE-BID CONFERENCE(S).** TCU will attend pre-bid conference(s). These conferences will be a forum for the Owner, TCU, and Design Consultant to present the project requirements to the bidders.

- c) **COORDINATION AND INQUIRIES.** TCU will direct communications to the Design Consultant related to Bidder inquiries and seek resolution from the appropriate party. TCU will instruct the Design Consultant to issue addenda when necessary.

- d) **ADDENDA REVIEW.** TCU will review each addendum during the Bid Phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

- e) **BID EVALUATION.** Upon receipt of bids, TCU will assist the Owner in the bid opening, evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award of a contract.

- f) **CONSTRUCTION CONTRACT NEGOTIATIONS.** TCU will negotiate on behalf of the Owner with the Contractor when negotiation for added or deleted scope is necessary prior to award of contract.

g) CONSTRUCTION CONTRACT(S). TCU will review the construction contract(s) on behalf of the Owner. TCU will also provide the Notice to Proceed on behalf of the Owner to help assure a proper start of the construction.

h) PRE-CONSTRUCTION CONFERENCE(S). TCU will participate in conjunction with the Owner and the Design Consultant, a pre-construction orientation conference(s) for the benefit of the successful Contractor(s) and will assist the Design Consultant to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.

D. CONSTRUCTION PHASE

1. CONTRACT ADMINISTRATION. TCU will administer, on behalf of the Owner, the construction contract as provided in the General Conditions of the contract for construction.
2. SUBMITTAL PROCEDURES. TCU will monitor the Design Consultant's procedures for submittals, change orders, payment requests and other items. TCU, for the Owner, will maintain logs, files, and other necessary documentation. As the Owner's representative, TCU will be the party, through which change orders, payment requests, and other information will be processed from the Design Consultant to the Contractor.
3. JOB SITE MEETINGS. TCU will attend periodic job-site progress meetings with the Contractors.
4. TECHNICAL INSPECTION AND TESTING. TCU will review the technical inspection and testing reports provided by the Design Consultant or other third parties. All technical inspection reports will be in a format approved by TCU and will be received by TCU on a daily basis.
5. CONSTRUCTION OBSERVATION. TCU will make reasonable efforts to observe the progress of the Work and advise the Design Consultant of any deviations, defects or deficiencies TCU observes in the Work. TCU's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents. These day-to-day observations will not, however, cause TCU to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
6. NON-CONFORMING WORK. TCU will review the Design Consultant's recommendations for corrective action on observed nonconforming work.

7. **EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, TCU will advise the Owner and make recommendations to the Owner for exercising the Owner's contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
8. **MASTER SCHEDULE.** TCU will continue to update and maintain the Master Schedule by incorporating all in-progress adjustments, and will distribute the updated Master Schedule to the Owner, Design Consultant and other appropriate parties.
9. **CONSTRUCTION SCHEDULE.** Upon the Owner's transmission of a Notice of Award to the successful Contractor, TCU will review the Contractor's construction schedule against the Master Schedule.
10. **SCHEDULE OF VALUES.** TCU will review the Contractor's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and as the basis for all future progress payments during the Construction Phase.
11. **CONSTRUCTION PROGRESS REVIEW.** TCU will review the progress of construction with the Design Consultant and/or Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report. This report will reflect the Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractor and will indicate to the Owner when notices to the Contractor for acceleration of the Work and the Owner prerogatives are appropriate.
12. **MONTHLY CONTRACTOR PAYMENT.** TCU will review the Design Consultant's recommendations pertaining to monthly payment to each Contractor. This activity will be an integral part of the monthly progress report updates.
13. **CHANGE ORDER PROCESSING SYSTEM.** TCU will monitor and review the Change Order processing system. All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary. The request for proposal will be transmitted to the Design Consultant and a detailed breakdown of cost and time extension requested will be returned to from the Contractor for evaluation. TCU will make recommendations to the Owner prior to execution of change orders. All change orders and requests for proposals will be tracked in TCU's log, which will be the basis for the Change Order report to Owner.
14. **EVALUATE PROPOSAL COST.** TCU will evaluate the Contractor's proposal cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
15. **NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** TCU will negotiate change order costs and time extensions on behalf of the Owner when

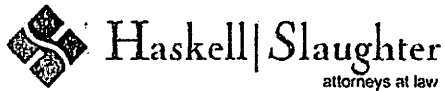
appropriate. TCU will advise the Owner of acceptability of price and time extension prior to the execution of any change order.

16. **CHANGE ORDER STATUS.** TCU shall include Change Order status within the Monthly Report throughout the Construction Phase.
17. **CONTRACTOR CLAIMS.** TCU will be the recipient from the Design Consultant of all notices of claims by Contractors against the Owner for additional cost or time due to any alleged cause. TCU will perform a preliminary evaluation of the contents of the claim; obtain factual information concerning the claim, and make recommendations to the Owner.
18. **CLAIMS ANALYSIS.** TCU will analyze the claims for extension of time and impact cost, using the schedule reports.
19. **EQUIPMENT INSTRUCTION MANUALS.** TCU will receive from the Design Consultant all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
20. **AS-BUILT DOCUMENTS.** TCU will receive from the Design Consultant the Contractor's "as-built" documents.
21. **SUBSTANTIAL COMPLETION.** In conjunction with the Design Consultant, TCU will make a determination of the remaining work necessary for Substantial Completion, and notify the Contractor thru the Design Consultant of any observed deficiencies. When incomplete work or defective work has been remedied, TCU thru the Design Consultant will advise the Owner of acceptability of Project completeness, and issue a Certificate of Substantial Completion thru the Design Consultant. In the event of remaining incomplete items, TCU will, upon the Owner's concurrence, issue Certificate of Substantial Completion with exceptions noted thru the Design Consultant.
22. **FINAL COMPLETION.** TCU, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, advise the Owner which will indicate whether TCU and the Design Consultant find the Work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations for payment to the Contractor.

E. OCCUPANCY PHASE

1. **OCCUPANCY PERMIT.** TCU will receive the occupancy permit on behalf of the Owner. TCU will assist the Owner in accompanying governmental officials during inspections of the facility, preparing and submitting proper documentation to the appropriate approving agencies, final testing and other necessary and reasonable activities.
2. **FINAL PROJECT REPORT.** At the conclusion of the project, TCU will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items, which are not self-explanatory.

3. **WARRANTY INSPECTIONS.** During the warranty period of the Project, TCU will conduct warranty inspections at a frequency requested by the Owner and will report deficiencies which should be covered by the warranty. Upon the Owner's transmission of a notice to the Contractor concerning these deficiencies, TCU will serve as an expediter to verify that remedies are being provided in a timely manner and that a satisfactory solution to the deficiencies is provided.



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

TT61

MEMORANDUM

October 19, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Proposed Agreements with TCU Consulting Services, LLC

I have reviewed your memorandum of October 19, 2017, regarding the TCU Consulting Services regarding the Montgomery County Department of Human Resources Project and Montgomery County Miscellaneous Capital Projects.

It is my opinion that both of the contracts are for professional services and are not subject to the Alabama Bid Law. The contracts contain the County's standard dispute resolution verbiage and appear to be acceptable as is. The contracts will be binding on all parties if executed.

I am also of the opinion that the services provided for in these contracts are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the contracts should not be executed if it is the desire of the Montgomery County Commission.

50051-317

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

October 19, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposed Agreements with TCU Consulting Services, LLC

Attached are two proposed Agreements from TCU Consulting Services, LLC (Ken Upchurch) regarding the Montgomery County Department of Human Resources Project and Montgomery County Miscellaneous Capital Projects.

These two proposed Agreements are very similar to the prior Agreement we had regarding Annex III and the new jail. The Agreements have our standard dispute resolution. Please note that on page 8 of both Agreements, paragraph 9-2 HOLD HARMLESS states "The Owner's Representative, to the extent of its Commercial General Liability policy, agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the Owner's Representative, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of Owner's Representative, its employees, agents and officers. The Owner's Representative agrees to investigate, handle, respond to, provide defense for and defend such claims, demand, or suits at its sole expense. The Owner's Representative also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent." I do not believe I have ever seen an Agreement before that had the phrase "...to the extent of its Commercial General Liability policy..."

Please review the two Agreements and issue an opinion by 4:00 p.m., Thursday, October 19, 2017, as to whether they are acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

Tammy Nix

From: Florence Cauthen
Sent: Wednesday, October 18, 2017 4:32 PM
To: Donald Mims
Cc: Tammy Nix
Subject: FW: Agreements
Attachments: MCC DHR REV2 2017107.pdf; MCC MISC REV2 20171017.pdf

From: Ken Upchurch III [mailto:wkuiii@wkupchurch.com]
Sent: Tuesday, October 17, 2017 4:19 PM
To: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Agreements

Florence

See attached as revised per our conversation this afternoon. Let me know what else I can do to help.

The changes occur as follows:

1. Miscellaneous Projects Agreement
 - Article 3.1.1: Separated the projects and listed budgets
 - Article 13.1: Revised the Fixed Fee amount to include additional 12 months. We will be at risk for the additional 4 months in the current schedule.
 - Article 13.1: Listed separate amounts and durations for the two project groupings
 - Article 13.1: third paragraph, revised language re: adjustment of fee from "shall" to "may" and required that it be "mutual agreement"
2. DHR
 - Article 13.1 Revised Fixed Fee amount down slightly to make it an even number when divided by 36 months
 - Article 13.1: third paragraph, revised language re: adjustment of fee from "shall" to "may" and required that it be "mutual agreement"

If you have any questions, let me know.

Thanks.

Ken

UPCOMING BIDS/CONTRACT RENEWALS 2017

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>NOV</u>						
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors		Nov 6, 2017
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut		Nov 16, 2017
	52210-15B-009	Emergency Medical Treatment Transport	Sheriff's Office	Haynes Ambulance		Nov 30, 2017
	57202-15B-026	Drug Testing Equipment	Comm. Corrections	Drug Testing Program Management, Inc.	Nov 1, 2017	Nov 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services	Nov 15, 2017	Nov 15, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	52200-16B-041	Inmate Food Service	Detention Facility	Summit Food Service	Nov 30, 2017	Nov 30, 2019
	52200-16B-043	Inmate Security	Detention Facility	North Atlantic Security Company	Nov 30, 2017	Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov 20, 2018	Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
	526001-17P-005	Manage and Operate Community Based Adolescent	Youth Facility	The Bridge, Inc.		Nov 30, 2017

UPCOMING BIDS/CONTRACT RENEWALS 2017

	51965-17B-016	Internet Services	Information System	Information Transport Solutions		
<u>DEC</u>						
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.	Dec 31, 2017	Dec 31, 2018
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd	Dec 20, 2017	Dec 20, 2018
	52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors	Dec 20, 2017	Dec 20, 2018
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC	Dec 31, 2017	Dec 31, 2019
NOTE:	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal	This contract has an automatic renewal. Notice to cancel must be given by April 30, 2018. *April 30, 2018- June 30, 2018	