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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

January 12, 2017

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Information pertaining to the January 17, 2017
Montgomery County Commission Regular Meeting

County offices will be closed on Monday, January 16, 2017 in observance of Martin Luther King, Jr.'s, Birthday. **The Commission meeting will be held on Tuesday, January 17, 2017,** at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

I have talked to Director of Business & Commercial Development Mac McLeod regarding the City of Montgomery's interest in renting parking spaces at the 100 South Perry Street parking deck. He indicated that the City anticipates not renting any spaces in the near future. He did express that there would be a demand for additional parking in downtown Montgomery due to apartments and commercial development. **I recommend that the County Commission purchase the 100 South Perry Street parking deck in consideration of long term needs of the County Commission.**

Enclosed in your packet is the 2015-2016 Performance Evaluation (Consolidated Report) for County Administrator.

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 January 17, 2017

Waived Rules Items to Consider for January 17, 2017

2. Consider Authorization of Resolution Recognizing January 17, 2017 as the "National Day of Racial Healing"

January 12, 2017

3. Consider Authorization of Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding the Old Selma Road Park Project, County Commission
4. Consider Authorization of Administrative Agreement with Central Alabama Regional Planning and Development Commission regarding Old Selma Road Park Project, County Commission
5. Consider Authorization of Memorandum of Agreement with Troy University regarding Phase I Archaeological Survey of Old Selma Road Park, County Commission
6. Consider Authorization of Grant Application for Technology Innovation for Public Safety Grant (TIPS), Sheriff's Office
7. Consider Authorization of Acceptance of the Edward Byrne Memorial Justice Assistance Grant Subgrant Award in the amount of \$9,000 for the Montgomery County Sheriff's Office Training Equipment Upgrade, Sheriff's Office

Items to Consider for the Monday, February 6, 2017 Montgomery County Commission Regular Meeting Agenda

8. Consider Authorization of Contract for Design Engineering Services with Goodwyn, Mills and Cawood, Inc., regarding Plans and Specifications for Construction of a New Industrial Access Roadway in the Montgomery Industrial Park, County Commission

I recommend that the following four 2017 Legislative Agenda Items be voted up individually:

9. Consider Authorization of Proposed 2017 Legislative Agenda Item proposing an amendment to the Constitution of Alabama of 1901, to allow the members of the **Montgomery County Commission to participate in the Employees' Retirement System**, County Commission
10. Consider Authorization of Proposed 2017 Legislative Agenda Item relating to any Class 3 municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879); to further **provide for the membership of any airport authority established by the city**, County Commission
11. Consider Authorization of Proposed 2017 Legislative Agenda Item Relating to Montgomery County; Levying a **Sales Tax on the Retail and Wholesale Price of all Spirituous or Vinous Liquors Sold in the County**, and Providing for Disposition of the Proceeds, District Attorney's Office

12. Consider Authorization of Proposed 2017 Legislative Agenda Item Relating to Montgomery County; to amend Section 2 of Act 2015-264, 2015 Regular Session, imposing an **additional service of process fee for the service of documents** in the civil and criminal divisions of the circuit and district courts; to clarify that the fee shall be collected on each document requiring personal service of process by the Sheriff of Montgomery County for matters pending or to be commenced in a court in Montgomery or in a court outside of Montgomery County, Sheriff's Office
13. Consider Authorization of Amendment Number 1 to Contract with Dieter Consulting Services, Inc., regarding Inspection and Evaluation of Elevators, Contract Number 59310-16P-002, County Commission
14. Consider Authorization of Bid Award for Moving the District Attorney's Office – Child Support Division, Bid Number 51100-17B-007, County Commission
15. Consider Authorization of 2015-2016 Performance Evaluation of County Administrator, County Commission
16. Consider Authorization of Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission

General Information

17. Copy of Email from Community Development Manager Leslie York regarding ADECA's 2016 Community Development Block Grant Application and Rating Spreadsheets
18. Copy of Memorandum regarding New Industrial Access Roadway in the Montgomery Industrial Park
19. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter
20. Copy of Memorandum regarding Truckworx Kenworth Sales Tax Rebate Payment
21. Copy of Request for Funding from Friends of the Theatre in the Amount of \$5,000 regarding the Martin Luther King, Jr., City-Wide Celebration to be held January 18, 2017 **(On 1/20/15, Chairman Dean and Commissioner Harris appropriated \$500 from each of their accounts for this event for a total of \$1,000.)**
22. Copy of Non-Profit Agency Funding Request from New Heights For Youth **(Amount of Request: \$150,000 for After-school Prevention Program and Intervention Program for Juveniles in the Court System. The Organization's Mission is Decreasing and Combating Juvenile Delinquency. This organization is requesting to meet with the Commission)**

January 12, 2017

23. Copy of Letter from Mayor Todd Strange regarding a proposed Professional Services Agreement with Maze Marshall as Montgomery ADA Compliance Coordinator to Perform ADA Services for Montgomery County **County's Portion \$6,000 (15,000 x 40%)**
24. Copy of Analysis presented at the County Commission Meeting January 3, 2017 entitled "Juliette Hampton Morgan Renovation Project Projected Budget 2016-2017" and Copy of Letter from Mayor Todd Strange requesting Funding for Renovations of the Juliette Hampton Morgan Branch Library **(The request was for \$460,000 for two years for a total of \$920,000)**
25. Copy of Schedule of Upcoming Bids/Contract Renewals for 2017
26. Copy of Service of Process Fee (Sheriff Process Fee) Collection for January 2017
27. Copies of Revenue Reports for December 2016 from Tax and Audit Department
28. Copy of Population Report for December 2016 for the Mac Sim Butler Detention Facility
29. Copy of Census and Fiscal Report for December 2016 for Community Corrections

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JANUARY 17, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Probate Judge Steven L. Reed – Presentation regarding Resolution Recognizing January 17, 2017 as the “National Day of Racial Healing” **(Waived Rules Item 2)**
- 8:10 a.m. Mr. William “Levi” Gailliard with American Association for Children (Think Big Program) – Request for Funding for Super Bowl Event **On 2/16/16, Commissioner Williams appropriated \$1,000 to the “Think Big Program”. On 3/7/16, Chairman Dean and Vice Chairman Harris appropriated \$1,000 each to the “Think Big Bowling Rally” for a total of \$3,000)**
- 8:15 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:20 a.m. County Engineer George Speake – Update regarding Engineering Department Operations and New Industrial Access Roadway in the Montgomery Industrial Park **(General Information Item 18)**
- 8:25 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission and Executive Vice President of Transportation David Reed with Goodwyn, Mills and Cawood, Inc. – Presentation regarding Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding the Old Selma Road Park Project **(Waived Rules Item 3)**, Administrative Agreement with Central Alabama Regional Planning and Development Commission regarding Old Selma Road Park Project **(Waived Rules Item 4)**, Memorandum of Agreement with Troy University regarding Phase I Archaeological Survey of Old Selma Road Park **(Waived Rules Item 5)**, ADECA's 2016 Community Development Block Grant Application and Rating Spreadsheets **(General Information Item 17)** and Contract for Design Engineering Services with Goodwyn, Mills and Cawood, Inc., regarding Plans and Specifications for Construction of a New Industrial Access Roadway in the Montgomery Industrial Park **(Future Agenda Item 8)**
- 8:35 a.m. Lobbyists Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC – Presentation regarding 2017 Proposed Legislative Bills **(Future Agenda Items 9, 10, 11 and 12)**
- 8:45 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce or Trade Matter **(General Information Item 19)**
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Presentations by Candidates for the Minority and Women-Owned Business Initiative
- 11:30 a.m. Adjourn

Resolution
"A National Day of Racial Healing"

WHEREAS, we have all witnessed racial divisiveness rising in America's urban, rural and suburban communities today that threatens the very core of this great nation's unified front; and

WHEREAS, just like those who came before us, it is our duty to protect the children of this nation and maintain communities in which they may all be given the opportunity to succeed; and

WHEREAS, we understand and recognize that there is a racial divide in our country and we must all work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society so that all children can thrive; and

WHEREAS, children have the right to be provided every opportunity to learn, grow, and thrive in nurturing environments that don't violate their safety, dignity, and humanity; and

WHEREAS, every single person has the capability to make a simple change within him or herself that can have a profound effect on an entire society; and

WHEREAS, if we all dedicate ourselves to the principles of truth, racial healing and transformation, we can all bring about the necessary changes in thinking and behavior that will propel this great nation forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, racial healing is a vital and crucial commitment to the education, social, mental and over all well-being of our children; and

WHEREAS, the Montgomery County Commission, in conjunction with others throughout the United States of America, acknowledges January 17, 2017 as the "National Day of Racial Healing," and urges all citizens to promote racial healing and transformation in the ways that are best suited for them individually, as a means to working together to ensure the best quality of life for every child.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission does hereby honor and recognize January 17, 2017 as the "National Day of Racial Healing."

We hereby certify that the above Resolution was
adopted by the Montgomery County Commission
on this, the 17th day of January, 2017.

BY: _____
Chairman

ATTEST: _____
County Administrator

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Donald Mims

From: William Flowers
Sent: Friday, January 06, 2017 10:34 AM
To: Donald Mims; aarchie@montgomeryal.gov
Subject: National Day of Racial Healing information and proclamation
Attachments: A National Day of Racial Healing - Civic 122716.pdf; ANDORH Mayoral Proclamation.docx; Ideas - Day of Racial Healing.pdf

Good Morning,

Attached is the information that I received from the Kellogg foundation concerning involvement in the National Day of Racial Healing. It includes a sample of the Proclamation and othe suggestions for ways to be involved. Please let me know how this is going and if you think this is something that the city and county will be able to be involved with. Thank you ,

William D. Flowers III

Chief Clerk

Montgomery County Probate Court

P.O. Box 223

Montgomery, AL 36101

Office: (334) 832-1247

Fax: (334) 832-7776

williamflowers@mc-ala.org

www.mc-ala.org/probate

[website](#) | [facebook](#) | [map](#)



CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION
AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMORANDUM

DATE: January 11, 2017

TO: Montgomery County Commission
Donald Mims, County Administrator

FROM: Greg Clark, Executive Director

SUBJECT: Old Selma Road Park - Recreational Trails Project Grant Site

As you are aware, Montgomery County Commission was granted a Recreational Trail Project (RTP) Grant for Old Selma Road Park to construct a walking trail, parking lot and entranceway to the park. These funds were provided to the County from Alabama Department of Economic and Community Affairs (ADECA). The amount of the award was \$100,000 (RTP) and \$500,000 in local funding to construct the trail, parking and entrance.

ADECA has indicated that County Commission has until May 3rd to award a contract for construction of these park improvements. The following general timeline needs to be followed in order to achieve the May 3rd date.

Project Steps and projected time-line:

- Identify project site – mapping and stacked (January) - underway
- Environmental – Archaeology (January – February) - underway
- Project design – road access, parking and trail – this includes spec development and bid package (January – March)
- Bid – advertisement, bid opening, bid review, bid approval and bid award (March – April)

The following action items need to be addressed by the Montgomery County Commission and awarded to keep this project on its timeline.



Goodwyn, Mills and Cawood

- Engineering Contract (copy attached)
- Wetlands Delineation (copy Attached)

Central Alabama Regional Planning and Development Commission

- Administrative Agreement (copy attached)

Troy University

- Phase I Archaeological Survey (copy of proposal and agreement attached)

We are requesting that the Montgomery County Commission waive the rules and approve these contracts and agreements at their next Commission meeting. We would also like to point out the fast nature of this project and that from time to time may need to request waiving rules in order to keep the projected timeline.

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between Montgomery County Commission, Montgomery, AL, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for the Old Selma Road Park Infrastructure Improvements hereinafter referred to as the Project.

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

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

ARTICLE 1. Basic Services.

Preliminary Design Phase

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

Final Design Phase

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

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

Bidding Phase

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

Construction Phase

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

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



take in, on, or near the project site.

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

ARTICLE 2. Additional Services

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

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



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

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

ARTICLE 3. Responsibilities of the OWNER

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

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

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

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER a total fee **Based on a percentage of the total construction costs (ABC Fee Curve Building Group III)** for the Preliminary Design Phase, the Final Design Phase, the Bidding Phase and the Construction Phase which shall be paid as outlined in paragraphs 4.2, 4.3 and 4.4 below (see Attachment 'D' for fee schedule):
- 4.2 For the Design Phase, **sixty five (65) percent** of the total Engineering Fee, shall be paid in monthly installments as work progresses.



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- 4.3 For the Construction Phase, thirty (30) percent of total project Engineering costs, will be paid on a proportionate basis during project construction.
- 4.4 A final payment of five (5) percent of total project engineering costs, will be retained until the final inspection has been made and as-built plans have been submitted to the OWNER. The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.5 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, of \$19,000.00. The fee shall be paid in monthly installments as work progresses. See Attachment 'B' for Scope of Services.
- 4.6 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER.
- 4.7 For a Wetlands Delineation the OWNER will pay ENGINEER a Lump sum fee of \$5,925.00. The fee shall be paid in monthly installments as work progresses. See attachment 'C' for Scope of Services.
- 4.8 For initial topographic surveying, the OWNER will pay the ENGINEER a lump sum fee to be negotiated once the full extent of the Scope of Work is known.
- 4.9 For easement / property acquisition (including right of way) and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a lump sum fee to be negotiated once the full extent of the scope of work is known.
- 4.10 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a lump sum fee of \$N/A.
- 4.11 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule (Attachment 'A'). The fees shall be paid in monthly installments as work progresses.
- 4.12 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.13 If the period of service for construction observation or for engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.14 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule.
- 4.15 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.



- 4.16 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

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

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.



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

ARTICLE 7. Liability and Indemnity

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



ARTICLE 8. Termination

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

ARTICLE 9. Dispute Resolution

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

ARTICLE 10. Miscellaneous

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

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

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N Dean Sr.

Title: Chairman

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Derril L. Strickland, PE

Title: Senior Vice President

Attest:

(name and Title)

RATE SCHEDULE

Attachment 'A'

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	Lee Walters, PWS
Chris Engel, AIA, LEED BD+C	Mike Keeshen, AIA	Freddie Lynn, Jr., AIA, LEED GA	Euel Screws, PE	
Robert Gray, AIA, LEED AP	Buddy Koonce, PE	Jof Mehaffey, PWS	Derril Strickland, PE	

Vice President

\$190.00 per hour

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

Senior Architect/Engineer/Planner

\$190.00 per hour

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

Architect I/Engineer/Interior Design/Project Manager/Hydrogeologist

\$175.00 per hour

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

Architect II/Engineer/Interior Design/Project Manager/Land Surveyor/Ecologist

\$150.00 per hour

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

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

Tanner Backman	Rachel Crafton-Stiver	Joseph Herman	Robert Ramsey	Kathryn Strickland
Brandon Bias, AICP, LEED GA	Kevin Downing	Marisa Lappin	Lauren Rainey	Dustin Till
Shannon Bittle	Grant Dozier, LEED GA	Chris Murphy	Soraya Saffouri	Felipe Velastegui
Dale Brasher, ASLA	Catarina Echols, LEED	Case O'Dell	Lauren Sanford	Cameron Weldy, LEED GA
Alecia Brightwell, PE	Savannah Dunson	Patrick O'Leary, PE	Corey Shoop	
John Cleghorn	Andrew Fuller	Ryan Pearce, PE	Edward Smith, EI	
Erik Consuegra	Milvia Gonzalez	Joe Pester	Lori Smith, LEED GA	
Patrick Cox	Alina Hallaq	Andrew Pippin	Matthew Smith	

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 Cliatt, Biologist	Joseph Herman	Dustin Murphy	Jay Shaddix	Jonathan Ziegler
Michelle Conway	Rhys Gratz, EI	Johanna Nemetz	Matt Thomason	
Grant Dozier, LEED GA	Andrew King	Debbie Park		

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	Jeffrey Franklin	Christian Loden	Scott Montgomery	Jimmy Pho
Scott Arendsen	Andy Gregory	Zach Merritt	Jason Moorehouse	Winston Richardson
Daniel Brown	Greg Harrison	Allen Miller	T.C. Parks	Mark Smith
Skip Dickinson	Mark Hohnhorst	David Miller	Cody Pierce	Bobby Spencer
Donnie Earnest	Ryan Jessie	Forrest Milstead	Jason Pierce	Terry Staggs
				Jeff White

Administrative**\$70.00 per hour**

Tiffany Adams	Riley Davis	Renee Fowler	Sue Jones	Beth Shepherd
Kaci Bledsoe	Carrie Day	Linda Geistman, LEED GA	Missy Lee	JeanAnn Smith
LuAnn Bowser	Pat Dew	Patricia Gerech	Ashley Morris	Patsy Stinson
Rebecca Connell	Lanita Evans	Andrea Hodges	Tori Miller	Lauren Vinson
Elizabeth Cox	Lauren Faulkner	Tammy Huff	Carli Small, LEED GA	

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Attachment 'B'

January 9, 2017

**Proposal for Preliminary Geotechnical Exploration
Proposed Montgomery County Recreational Park
Montgomery, Alabama
GM&C Geotechnical Proposal No. GPM-17-004G**

Goodwyn, Mills and Cawood, Inc. (Geotechnical & Construction Services Division) is pleased to provide this proposal to perform a preliminary geotechnical exploration for the above referenced project. This proposal outlines the proposed scope of services to be provided by Goodwyn, Mills and Cawood (GM&C) and presents the applicable fees.

PROJECT INFORMATION

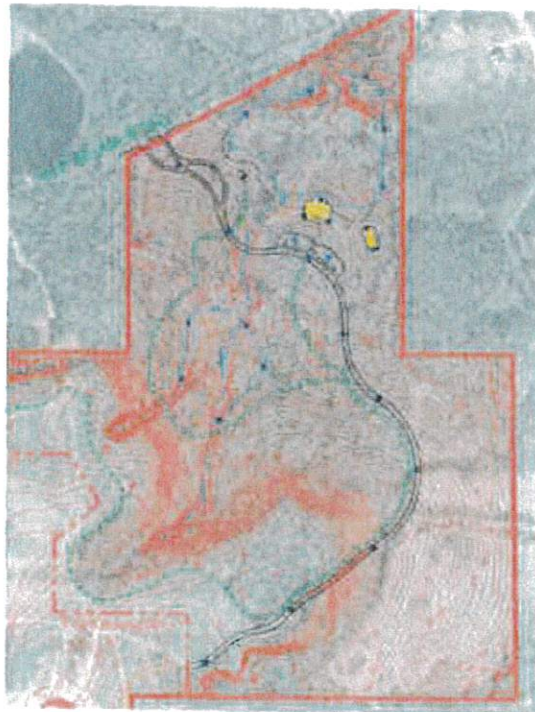
GM&C understands that the development will consist of a proposed recreational park consisting of a new road approximately 4500-5000 feet in length, a parking area, 2 lakes with 2 proposed dams, and 3 buildings. The purpose of our exploration is to provide preliminary recommendations on grading, typical paving sections and general foundation recommendations. No structural loads have been provided at this time, and additional building design information will be required to develop specific foundation design recommendations.

GEOTECHNICAL SCOPE OF SERVICES

Field Exploration

We are proposing to drill 26 soil test borings across the site in areas as follows:

- Road - 8 borings to a depth up to 10 feet each
- Parking lot - 2 borings to 10 feet each
- Buildings - 6 borings to 30 feet each
- Ponds/Dams - 10 borings to 20 feet each



The borings will be drilled to the noted depths or to auger refusal, whichever is encountered first. Split-spoon sampling and standard penetration testing will be conducted at standard intervals in the borings. Borings will be backfilled with the soil cuttings from the drilling process upon completion.

Due to the sloping terrain, we propose to use an ATV mounted drill rig to drill the borings. Some rutting may occur of surface soils depending on the weather conditions prior to the field work. We have not included any cost in our proposal for site restoration if this occurs. We have included an allowance in our cost for clearing access the borings in the wooded portions of the site.

Laboratory Testing

A geotechnical engineer will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing including Atterberg limit determinations, grain size determinations, moisture-density relationships (standard Proctor), and natural moisture contents.

Reporting

All work will be performed under the direction of an Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory tests are complete, we will provide you with a preliminary geotechnical report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Records, Subsurface Diagrams, and a Boring Location Plan.
- Recommendations for site preparation, including anticipated undercut depths if required, excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions, along with recommendations for controlling groundwater in excavations during construction.
- General design and construction recommendations for foundations, either shallow or deep depending upon the conditions encountered, including typical foundation bearing capacities, installation recommendations, and bearing depths.
- Recommended pavement sections for estimated traffic volume for asphaltic and/or concrete pavements including base and subgrade recommendations.

Compensation

Based on the above scope of services, we will perform the services for the following fee:

Geotechnical exploration	\$16,000
Clearing allowance (2 days @ \$1500/day)	\$3,000

If any clearing is required and can be performed by the county personnel, this cost can be deleted. We have attached a Cost Estimate Breakdown for the above.

Schedule

We can begin our fieldwork in about 1 to 2 weeks of receiving authorization. We anticipate the boring layout and field exploration to take about 4-5 days. Laboratory testing will take about 1 to 2 weeks to complete. We will provide a written report in 2 weeks of the completion of drilling. Preliminary recommendations can be provided shortly after the completion of the field exploration.

AUTHORIZATION

If this proposal is acceptable, please check the Option desired and sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal.

Agreed To* This _____ Day of _____, 2017
Name: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Email: _____

* * * *

We appreciate the opportunity to propose these services to you on this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call me at 205-365-6902.

Sincerely,

Goodwyn, Mills and Cawood, Inc.



Kevin Wales, PE
Vice President
Geotechnical & Construction Services

**GOODWYN, MILLS AND CAWOOD, INC.
GEOTECHNICAL & CONSTRUCTION SERVICES
GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn, Mills and Cawood Inc. (hereinafter referred to as "GM&C") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GM&C as set forth in GM&C's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GM&C. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GM&C's work. GM&C shall have no duty or obligation to any third party greater than that set forth in GM&C's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GM&C, or the reliance on any of GM&C's work, shall constitute acceptance of the terms of GM&C's proposal and these General Conditions regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GM&C or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GM&C's recommendations. No claims for loss, damage or injury shall be brought against GM&C by any third party unless all tests and inspections have been so performed and unless GM&C's recommendations have been followed. Client agrees to indemnify, defend and hold GM&C, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GM&C's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GM&C, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GM&C's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GM&C personnel at the prices quoted. If GM&C is required to delay commencement of the work or if, upon embarking upon its work, GM&C is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GM&C, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GM&C to perform the work. It is understood by client that in the normal course of work, some damage may occur. GM&C shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GM&C has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GM&C to restore the site to its former condition, upon written request GM&C will perform such additional work as is necessary to do so and Client agrees to pay to GM&C for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GM&C of any known or suspected hazardous materials, utility lines and pollutants at any site at which GM&C is to do work hereunder, and unless GM&C has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GM&C harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GM&C's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GM&C by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GM&C to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GM&C's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GM&C shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GM&C's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GM&C has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GM&C's report delivery, unless a written request has been submitted by the Client stating otherwise.
9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay GM&C's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GM&C shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GM&C waives any rights to a mechanics' lien, or any provision conditioning GM&C's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GM&C shall file a lien whenever

necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GM&C from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. **LIMITATION OF LIABILITY:** GM&C's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. In performing its professional services, GM&C will use that degree of care and skill ordinarily exercised under similar principles and practices by members of its profession. Statements made in GM&C reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should GM&C or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GM&C's work agree that the maximum aggregate amount of the liability of GM&C, its officers, employees, and agents shall be limited to \$25,000.00 or the total amount of the fee paid to GM&C for its work performed with respect to the project, whichever amount is greater.

No action or claim, whether in tort, contract, or otherwise, may be brought against GM&C, arising from or related to GM&C's work, more than two years after the cessation of GM&C's work hereunder.

11. **INDEMNITY:** Subject to the foregoing limitations, GM&C agrees to indemnify and hold Client harmless from and against costs and expenses including reasonable attorney's fees to the extent caused by GM&C's negligence. Client shall provide the same indemnification as contained in this paragraph to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GM&C, the party initiating such action shall pay to GM&C the costs and expenses incurred by GM&C to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GM&C shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GM&C for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GM&C's files in order and/or protect its professional reputation.
13. **WITNESS FEES:** GM&C's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GM&C's legal expenses, administrative costs and fees pursuant to GM&C's then current fee schedule for GM&C to respond to any subpoena.
14. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **SAFETY:** Should GM&C provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GM&C is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
16. **SITE EVENTS:** If such are within GM&C's scope of work, Client agrees that GM&C will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GM&C will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GM&C will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GM&C to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GM&C is observing placement of all materials. Full-time inspection means that an employee of GM&C has been assigned for eight-hour days during regular business hours.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

COST ESTIMATE
MGM County Park
GM&C Proposal No. GPM-17-0014G

BORINGS	SOIL (feet)	TOTAL	LOCATION
8	10	80	ROAD
2	10	20	PARKING
10	20	200	PONDS
6	30	180	BUILDINGS
26		480	

FIELD SERVICES				
ITEM	UNIT	EST. NO OF UNITS	UNIT RATE	COST
DRILLING				
MOBILIZATION	each	1	\$400.00	\$400
per mile additional	mile		\$2.50	
DRILLING	day		\$100.00	
ATV Rate	day	5	\$300.00	\$1,500
SOIL TEST BORING - 0-50'	foot	480.00	\$12.00	\$5,760
TRIP CHARGE	day		\$100.00	
TUBE SAMPLES	each		\$75.00	
PER DIEM	each	5	\$230.00	\$1,150
BACKFILL WITH SOIL CUTTINGS	foot	26	\$10.00	\$260
				\$9,070
BORING LAYOUT				
ENGINEER	hour	16	\$85.00	\$1,360
VEHICLE	day	2	\$50.00	\$100
PER DIEM	day		\$130.00	\$0
				\$1,460
TOTAL FIELD SERVICES COSTS				\$10,530
LABORATORY				
ITEM	UNIT	EST. NO OF UNITS	UNIT RATE	COST
ATTERBERG LIMITS	each	8	\$75	\$600
200 Wash	each		\$65	
SIEVE ANALYSIS w/ 200 WASH	each	8	\$75	\$600
STANDARD PROCTOR	each	2	\$100	\$200
MODIFIED PROCTOR	each		\$150	
UNCONFINED COMPRESSION	each		\$50	
RESILIENT MODULUS	each		\$450	
UNIT WEIGHT	each		\$45	
NATURAL MOISTURE	each	30	\$5	\$150
TOTAL LABORATORY COSTS				\$1,550
ENGINEERING				
ITEM	UNIT	EST. NO OF UNITS	UNIT RATE	COST
STAFF ENGINEER				
MANAGEMENT/COORDINATION	hour	1		
LOG SAMPLES	hour	10		
REVIEW LAB	hour	1		
REPORT PREPARATION	hour	16		
		28	\$100.00	\$2,800
SENIOR ENGINEER				
REPORT REVIEW	hour	4	\$180.00	\$720
ADMIN				
LOG	hour	6		
LAB	hour	2		
		8	\$50.00	\$400
TOTAL ENGINEERING COST				\$3,920
			TOTAL	\$16,000

CLEARING DAY 2 \$1,500.00 \$3,000.00

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Attachment 'C'

GOODWYN MILLS CAWOOD

October 20, 2016

Montgomery County Commission
Attention: Mr. Donnie Mims
P.O. Box 1667
Montgomery, AL 36102

RE: Wetlands Delineation
Old Selma Road Property ±150 Acres
Montgomery County, Alabama

Mr. Mims:

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to provide this proposal to perform tasks associated with delineating all waters of the U.S. located on the referenced property above.

The delineation will be conducted in accordance with the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)*. The wetland boundaries will be flagged according to the three required wetland criteria (vegetation, hydrology, and soils). We are prepared to complete the delineation of jurisdictional wetlands and waters of the U.S. on the site. The scope of work will include all fieldwork necessary to delineate any jurisdictional areas, as well as surveying, mapping, and obtaining a jurisdictional determination from the U.S. Army Corps of Engineers. The delineation can be completed within 30 days of notice to proceed. Below please find the costs associated with the necessary work to complete this task:

TASKS	COSTS
Waters of the U.S. Delineation Field Work	\$3,100
Jurisdictional Determination (report, mapping, data sheets, etc.)	\$2,425
Travel	\$100
Equipment (Trimble GPS and ATV)	\$300
Total	\$5,925

The waters of the U.S. delineation can be completed for a lump sum fee of \$5,925.

The waters of the U.S. including wetland areas will be surveyed with a mapping grade (sub foot) GPS system. Please note this method of surveying is not considered survey grade. This method of surveying is approved by the U.S. Army Corps of Engineers and does not require a certified stamp from a Licensed Professional Land Surveyor (PLS). All wetlands and waters of the U.S. delineated have to be confirmed by the USACE for any required permits. An additional proposal for permitting and mitigation can be provided if necessary.

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If you have questions or need additional information, please do not hesitate to call. We look forward to working with you on this project.

Sincerely,

Rob Carlton
Rob Carlton, PWS
Environmental Department Head

Authorized:

Signature

Date

ADMINISTRATIVE SUPERVISOR DEPARTMENT OF ENVIRONMENTAL SERVICES

Attachment 'D'



STATE OF ALABAMA BUILDING COMMISSION

HOME

COMMISSION
MEMBERSTECHNICAL
STAFFSTATE
BUILDING CODEPLAN SUBMITTAL
REQUIREMENTSSTANDARD CONTRACTS
AND DOCUMENTSREQUIREMENTS FOR
PROJECT TYPESADMINISTRATIVE
RULES

MANUAL

REQUEST FOR A/E
PROPOSALSMANUAL OF
PROCEDURESBuilding Commission
Bulletins

FORMS

HOME INSPECTION

CHAPTER 4

SUPPLEMENT DETERMINATION OF BASIC FEE OR BASIC FEE RATE FOR DESIGN PROFESSIONAL SERVICES

A. MAXIMUM BASIC FEE

The Basic Fee shall be based upon the budgeted cost of the planned work stipulated in the O/A Agreement, but shall not be higher than a fee as determined by the "Schedule of Basic Fee Rates" below. A higher Basic Fee may be paid only if approved by the Director. A Basic Fee determined by the schedule may be adjusted without the Director's approval for Major Renovation as defined in Section D of this Supplement. Lower Basic Fees may be negotiated without the Director's approval when appropriate considering project size, cost, scope, repetition, etc.

If the Basic Fee is to be a percentage rate applied to the cost of the work, the percentage rate shall not be higher than the applicable rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable. If the Basic Fee is to be a fixed, lump sum amount, that amount shall not be greater than the amount that is the product of multiplying the budgeted cost of the work by the applicable percentage rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable.

B. SCHEDULE OF BASIC FEE RATES

COST OF THE WORK	FEE IN PERCENTAGE				
	BUILDING GROUP				
	I	II	III	IV	V
Up to \$100,000	8.0	9.0	10.0	11.0	12.0
100,001 to 200,000	7.0	8.0	9.0	10.	11.0
200,001 to 300,000	6.0	7.0	8.	9.0	10.0
300,001 to 400,000	5.9	6.9	7.9	8.9	9.9
400,001 to 500,000	5.8	6.8	7.8	8.8	9.8
500,001 to 600,000	5.7	6.7	7.7	8.7	9.7

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600,001 to 700,000	5.6	6.6	7.6	8.6	9.6
700,001 to 800,000	5.5	6.5	7.5	8.5	9.5
800,001 to 900,000	5.4	6.4	7.4	8.4	9.4
900,001 to 1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001 to 1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001 to 1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001 to 1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001 to 2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001 to 2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001 to 3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001 to 3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001 to 4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001 to 5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001 to 6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001 to 8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001 to 10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001 to 12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001 to 14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001 to 16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001 to 18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001 to 20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001 to 22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001 to 24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001 to 27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001 to 30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001 to 33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001 to 36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001 to 39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001 to 42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001 to 46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001 to 50,000,000	2.6	3.6	4.6	5.6	6.6

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50,000,001 to and over	2.5	3.5	4.5	5.5	6.5
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BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

Group III: College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

Group IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

Group V: Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

C. APPLICATION OF BASIC FEE RATE

1. The Basic Fee percentage rate determined by the project budget shall be applied to the actual cost of the work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent construction contract (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget. If major changes in the project and budget occur during the design or construction phases of the project and warrant a change in the Basic Fee percentage rate to provide fair and reasonable compensation, the change must be agreed upon in an amendment to the agreement. "Major Changes" include, but are not limited to, changes in project size, complexity, usage, arrangement, schedule, or phasing of the construction or improvement work and may or may not result in a major, or significant, change in the cost of the work. A Major Change may warrant adjustment of the Basic Fee rate if the change is requested by the Awarding Authority and the change requires additional design, administrative, consultant, or other services not contemplated in the agreement.

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2. Unless otherwise stipulated in the agreement, the Basic Fee rate shall apply to the combined cost of all buildings or other work covered by the Agreement. If the work is executed in any manner other than under one lump sum construction contract, or one lump sum construction contract for sitework and a second lump sum construction contract for building construction, the Basic Fee rate shall be subject to adjustment.

3. If the work covered by an agreement is so divided that more than one building group is involved, the Basic Fee rate of the appropriate building group may be applied to each building. Such division of Basic Fee rates must be stipulated in the agreement.

4. If the scope of an agreement involves substantial duplication of buildings on the same site, the basic fee for all services shall be applicable to the cost of the work for the first building. One-half of the basic fee for Services A, B, and C (design services) shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for Services D and E (contract and construction administration services) shall be paid in full for duplicated buildings.

5. If the scope of an agreement involves substantial duplication of buildings on more than one site, the Basic Fee for all services shall be applicable to the cost of the work of site improvements of each site as well as modifications required to adapt the design of the substantially duplicated building to conditions of the second, third, etc., sites. The Basic Fee for all services shall be applicable to the cost of the work for the first building. One-half of the Basic Fee for design services shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for design services for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for contract and construction administration services shall be paid in full for duplicated buildings.

D. ADJUSTMENT FOR MAJOR RENOVATION

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority to the design professional may minimize or eliminate the need for this adjustment. In general, re-roofing projects are not to be considered as major renovations.

3-27

Tammy Nix

From: Derril Strickland <Derril.Strickland@gmcnetwork.com>
Sent: Wednesday, January 11, 2017 1:53 PM
To: Donald Mims
Cc: Bill Wallace; David Reed; Beth Shepherd; John Bricken; Rob Carlton; Rick Clay; Greg Clark (gclark@carpdc.com); Florence Cauthen; James Williams; Leslie York; Tammy Nix
Subject: RE: Selma Road Park- County Commission Meeting on The 17th
Attachments: SENG Copier17011114440.pdf

Donnie,

Attached is the revised Engineering Contract. Changes include:

1. Verbiage has been added to include the wetlands delineation. The proposal for that work has been added as Attachment 'C'.
2. The Building Commission fee schedule has been added as Attachment 'D'. It can be found on the Building Commission's website under the 'Manual of Procedures' tab.

Let us know of any questions.

Derril L. Strickland PE
Senior Vice President

Tel 334.271.3200
Fax 334.272.1566

Derril.Strickland@gmcnetwork.com
2660 EastChase Lane
Suite 200
Montgomery, AL 36117

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

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From: Donald Mims [mailto:DonaldMims@mc-ala.org]
Sent: Wednesday, January 11, 2017 11:34 AM
To: Derril Strickland <Derril.Strickland@gmcnetwork.com>
Cc: Bill Wallace <bill.wallace@gmcnetwork.com>; David Reed <David.Reed@gmcnetwork.com>; Beth Shepherd <beth.shepherd@gmcnetwork.com>; John Bricken <john.bricken@gmcnetwork.com>; Rob Carlton <rob.carlton@gmcnetwork.com>; Rick Clay <rclay@gmcnetwork.com>; Greg Clark (gclark@carpdc.com) <gclark@carpdc.com>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; James Williams <JamesWilliams@mc-ala.org>; Leslie York <lyork@carpdc.com>; Tammy Nix <TammyNix@mc-ala.org>
Subject: RE: Selma Road Park- County Commission Meeting on The 17th

Derril,

I received the Agreement for Engineering Services for the Old Selma Road Park project. Article 4. COMPENSATION states "The OWNER agrees to pay to the ENGINEER a total fee Based on a percentage of the total construction costs (ABC Fee Curve Building Group III)".

Please provide me a copy of the Alabama Building Commission Fee Schedule, which would include Building Group III, by 4:00 p.m., today.

This Agreement will be presented by David Reed to the County Commission on Tuesday, January 17, 2017, at 8:20 a.m.

Thanks for your assistance.

Donnie

From: Derril Strickland [<mailto:Derril.Strickland@gmcnetwork.com>]

Sent: Wednesday, January 11, 2017 10:18 AM

To: Donald Mims; David Reed

Cc: Bill Wallace; Beth Shepherd; John Bricken; Rob Carlton; Rick Clay; Greg Clark (gclark@carpdc.com); Florence Cauthen; James Williams; Leslie York

Subject: RE: Selma Road Park- County Commission Meeting on The 17th

Donnie,

Attached is the engineering contract for the Old Selma Road Park project. Let us know of any questions.

Derril L. Strickland PE
Senior Vice President

Tel 334.271.3200
Fax 334.272.1566

Derril.Strickland@gmcnetwork.com
2660 EastChase Lane
Suite 200
Montgomery, AL 36117

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GMCNETWORK.COM

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From: Donald Mims [<mailto:DonaldMims@mc-ala.org>]

Sent: Monday, January 09, 2017 2:28 PM

To: David Reed <David.Reed@gmcnetwork.com>

Cc: Bill Wallace <bill.wallace@gmcnetwork.com>; Beth Shepherd <beth.shepherd@gmcnetwork.com>; John Bricken <john.bricken@gmcnetwork.com>; Derril Strickland <Derril.Strickland@gmcnetwork.com>; Rob Carlton <rob.carlton@gmcnetwork.com>; Rick Clay <rclay@gmcnetwork.com>; Greg Clark (gclark@carpdc.com) <gclark@carpdc.com>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; James Williams <JamesWilliams@mc-ala.org>; Leslie York <lyork@carpdc.com>

Subject: RE: Selma Road Park- County Commission Meeting on The 17th

David,

This is in response to your email below.

Item 3. – Engineering Contract / **Please note that I will need to receive this contract by 4:00 p.m., Wednesday, January 11, 2017.**

Item 6. – Surveying Services Contract / **When will this be complete?**

Item 7. – Wetland Delineation Contract / **You will be presenting this contract at the January 17, 2017 Commission Meeting for Commission approval.**

Thank you for your assistance.

Donnie

From: David Reed [<mailto:David.Reed@gmcnetwork.com>]

Sent: Tuesday, January 03, 2017 2:42 PM

To: Donald Mims; John Bricken; Derril Strickland; Rob Carlton; Rick Clay; Greg Clark (gclark@carpdc.com)

Cc: Beth Shepherd

Subject: Selma Road Park- County Commission Meeting on The 17th

Summary of Today's Phone call and Responsibilities for the 17th Commission Meeting @ 8:20AM;

1. **John** will present the latest update on the Master Plan.

2. **David** will present an **Engineering contract** than will cover the development of the **Park infrastructure** (not including, the Lodge and Pavilion or their associated site work and utility connections). The contract will be for the Engineering required to develop bid plans for the Park(including, roads, parking lots, trails, miscellaneous grading, ponds, etc.) based on an anticipated Bidding date in May, 2017.

3. The **50/50** Grant that **Greg** is obtaining will cover roads, parking and trails, up to \$600,000. Any cost about that amount will be borne by the County.

4. **Chris Murphy** is to visit Callaway Gardens to review example structures and designs for the **Lodge and Pavilions**.

5. The County, CARP, GMC Landscape, GMC Engineering, GMC Architecture, will **meet on Jan. 18th at 1:30PM in the County Commission Conference Room** to discuss the details and plan the schedules for going forward on the Park.

6. A contract has been signed for **Rick Clay** to perform surveying services.

7. A contract has been signed for **Rob Carlton** to perform a Wetland Delineation.

Please review and let me know if I have misstated or misunderstood anything.

David B. Reed

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMORANDUM

DATE: January 11, 2017

TO: Montgomery County Commission
Donald Mims, County Administrator

FROM: Greg Clark, Executive Director

SUBJECT: Old Selma Road Park - Recreational Trails Project Grant Site

As you are aware, Montgomery County Commission was granted a Recreational Trail Project (RTP) Grant for Old Selma Road Park to construct a walking trail, parking lot and entranceway to the park. These funds were provided to the County from Alabama Department of Economic and Community Affairs (ADECA). The amount of the award was \$100,000 (RTP) and \$500,000 in local funding to construct the trail, parking and entrance.

ADECA has indicated that County Commission has until May 3rd to award a contract for construction of these park improvements. The following general timeline needs to be followed in order to achieve the May 3rd date.

Project Steps and projected time-line:

- Identify project site – mapping and stacked (January) - underway
- Environmental – Archaeology (January – February) - underway
- Project design – road access, parking and trail – this includes spec development and bid package (January – March)
- Bid – advertisement, bid opening, bid review, bid approval and bid award (March – April)

The following action items need to be addressed by the Montgomery County Commission and awarded to keep this project on its timeline.

Goodwyn, Mills and Cawood

- Engineering Contract (copy attached)
- Wetlands Delineation (copy Attached)

* Central Alabama Regional Planning and Development Commission

- Administrative Agreement (copy attached)

Troy University

- Phase I Archaeological Survey (copy of proposal and agreement attached)

We are requesting that the Montgomery County Commission waive the rules and approve these contracts and agreements at their next Commission meeting. We would also like to point out the fast nature of this project and that from time to time may need to request waiving rules in order to keep the projected timeline.

STATE OF ALABAMA

MONTGOMERY, ALABAMA

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is entered into as of this **19th** day of **December, 2016** between the **Montgomery County Commission** hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor" to define the administrative services CARPDC is to render to the County in connection with a project partially funded with Alabama Department of Economic and Community Affairs (ADECA) Recreational Trails Program money. This project is known as "Old Selma Road Park" and is identified by **RTP Project No. 16-RT-54-06**.

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's RTP Project.

CARPDC agrees to carry out in a diligent and satisfactory manner the RTP Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.
3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said RTP Project.
4. Prepare, for the County's approval, all administrative reports, which are required by ADECA in connection with this RTP Project (e.g. status reports, financial reports, etc.) except audits, engineering reports and other reports, which require specialized knowledge in fields other than planning and grant administration.

5. Monitor the RTP Project for compliance with labor, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/subcontractor payrolls, construction signs and taking photographs to document signage.
6. Monitor the progress of the RTP Project and report to the County on an as needed basis.
7. Inform the County of the need for official action in connection with the ADECA RTP grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.
8. Attend all RTP Project related meetings as necessary to include the bid opening and preconstruction conference.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate and report all County decisions pertaining to the RTP Project to CARPDC.
2. Ask ADECA to appoint CARPDC as their official contact person on the RTP Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the RTP Project.
4. Maintain a separate project account code into which all funds pertaining to the grant, whether from ADECA or the County, will be deposited, transferred, and/or coded to track all activities performed under the grant.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, nondiscrimination, E-Verify and www.SAM.gov registration.
8. Provide for all necessary engineering services on the RTP Project.
9. Provide information, files, and data that are necessary for CARPDC to administer this RTP Project in a timely manner.

TIME OF PERFORMANCE

The services required shall commence upon acceptance of this Agreement by the County and be completed once project close out is completed and accepted by ADECA.

COMPENSATION

For services rendered under this Agreement the County agrees to pay CARPDC 8% of the construction cost of the project or Forty-Eight Thousand Dollars (\$48,000). Compensation shall be subject to terms and conditions of the Financial Section of this Agreement.

CHANGES

Either party may request changes to this Agreement or any attachment to this Agreement. Such changes, including any increase or decrease in the amount of compensation shall be mutually agreed upon by both parties. All agreed upon changes shall be incorporated as written amendments to this Agreement.

PERSONNEL

Unless otherwise stated, CARPDC has or will secure at their own expense, the personnel required to perform the services described in the Agreement. Project managers assigned by CARPDC to direct a program or project will have at least one (1) year practical experience in the appropriate related field.

FINANCIAL

1. Total Compensation – For services rendered under this Agreement the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$48,000.00.
2. Method of Payment - Reimbursement shall be made upon presentation of written statements certifying that such amounts are due and payable. All administrative costs will be paid with local funds and are outside the scope of the approved RTP project.
3. Assignability - CARPDC shall not transfer any interest in this Agreement, whether by assignment or negotiation without the prior written consent of the County.
4. Inspections, Audits and Access to Records - At any time during normal business hours and as often as the County, or their designated representative may deem necessary, CARPDC agrees to make available for examination all of the records with respect to matters covered by this

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Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered under this Agreement.

If requested, CARPDC shall provide one (1) copy of its annual audit to the County for inclusion in their files covering any period that work is performed under this Agreement. The County agrees to provide any required audit of their transactions related to the program, project or activities related to this Agreement at their expense.

CARPDC agrees to retain and allow access to all project related files and records for a period of five (5) years following completion of the RTP project.

TERMINATION OF AGREEMENT

Termination for Convenience – This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which the County or CARPDC desires the Agreement to be terminated.

Upon termination CARPDC shall be entitled to compensation that bears the same ratio to the total compensation provided as the completed work bears to the total work required under this Agreement, but not more than \$48,000.

Termination for Cause/Breach of Agreement – If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by CARPDC, and the County may withhold any payments to CARPDC until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

Terms and Conditions that follows is hereby made a part of this Agreement and CARPDC and the County agrees to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald Mims
County Administrator

Leslie York
Community Development Manager

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TERMS AND CONDITIONS

1. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

2. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

3. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

4. Copyright

No reports, maps or other documents produced in whole or in part under this

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Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

5. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Agreement.

6. Title VI Civil Rights Act of 1964

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

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

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

8. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Agreement; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

Interest of CARPDC and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

9. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of

this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

10. Age Discrimination Act of 1975 (for Contracts over \$2,000)

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

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

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

12. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
 - C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
 - * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
 - * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
 - F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
 - G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
 - H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
 - I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
 - J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
13. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.

- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the noncompliance clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

14. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate foregoing requirements in all subcontracts.

15. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

16. Non-Segregation of Facilities

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

17. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Tuesday, December 13, 2016 2:24 PM
To: Donald Mims
Cc: Leslie York
Subject: Old Selma Road Park
Attachments: Agreement with CARPDC.doc

Donnie

Based on your conservation this morning, I would like to cover the following items with you in relationship to Old Selma Road Park.

Project Steps and projected time-line:

- Identify project site – mapping and stacked (January)
- Environmental – Archaeology (January – February)
- Project design – road access, parking and trail – this include spec development and bid package (January – March)
- Bid – advertisement, bid opening, bid review, bid approval and bid award (March – April)

These are the major steps and the time line is tight. If one item is extend or other step is required we may not make our time table.

Some questions and Items of concern:

1. Is there an engineering contract with GMC to provide full project engineering, design and oversight? If so we need to get a copy.
2. The projects design needs to be underway as soon as possible. We have a short window in getting the project designed, spec's developed, bid and awarded before May 3rd. We have a trail, parking and road access from Old Selma Road that needs to be designed.
3. The land needs to be stacked as soon as possible. This will enable all parties too visibly identify the project boundary. This is very important for the archaeology work required.
4. RFP's for the archaeology work is underdevelopment and will go out by next week (December 19th). This will take some time to perform the work, development documentation, review by the Historical Commission and receive their recommendation. As a reminder, there could be a request for a "Phase II" review.
5. We need to have a meeting of all parties involved to clarify all activities required for this project. We have a very short window.



Attached you will find our contract for administrative services for this project. The rate is \$48,000, which is standard for such grant administration. These funds are outside the grant.

Greg Clark
Executive Director

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Central Alabama Regional Planning and Development Commission
430 South Court * Montgomery, Alabama 36104
Phone: (334) 262-4300 Fax (334) 262-6976

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

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CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMORANDUM

DATE: January 11, 2017

TO: Montgomery County Commission
Donald Mims, County Administrator

FROM: Greg Clark, Executive Director

SUBJECT: Old Selma Road Park - Recreational Trails Project Grant Site

As you are aware, Montgomery County Commission was granted a Recreational Trail Project (RTP) Grant for Old Selma Road Park to construct a walking trail, parking lot and entranceway to the park. These funds were provided to the County from Alabama Department of Economic and Community Affairs (ADECA). The amount of the award was \$100,000 (RTP) and \$500,000 in local funding to construct the trail, parking and entrance.

ADECA has indicated that County Commission has until May 3rd to award a contract for construction of these park improvements. The following general timeline needs to be followed in order to achieve the May 3rd date.

Project Steps and projected time-line:

- Identify project site – mapping and stacked (January) - underway
- Environmental – Archaeology (January – February) - underway
- Project design – road access, parking and trail – this includes spec development and bid package (January – March)
- Bid – advertisement, bid opening, bid review, bid approval and bid award (March – April)

The following action items need to be addressed by the Montgomery County Commission and awarded to keep this project on its timeline.

Goodwyn, Mills and Cawood

- Engineering Contract (copy attached)
- Wetlands Delineation (copy Attached)

Central Alabama Regional Planning and Development Commission

- Administrative Agreement (copy attached)



Troy University

- Phase I Archaeological Survey (copy of proposal and agreement attached)

We are requesting that the Montgomery County Commission waive the rules and approve these contracts and agreements at their next Commission meeting. We would also like to point out the fast nature of this project and that from time to time may need to request waiving rules in order to keep the projected timeline.

Archaeological Research Center
Troy University
132 MSCX
Troy, Alabama 36082
January 9, 2017

MEMORANDUM of AGREEMENT

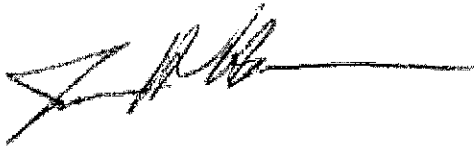
This agreement is entered into between the **Montgomery County Commission** and **Troy University** located at 132 MSCX, Troy, Alabama 36082.

For: Phase I archaeological survey of Old Selma Road Park proposed location.

Description of work to be performed:

- * Archaeological tests will be performed every 30 meters within the project area to determine if the proposed project will affect any Cultural Resources.
- * State and Federal archaeological databases will be consulted to determine if the proposed project will affect any Cultural Resources.
- * A final report will be created with recommendations and 5 copies will be sent to the Montgomery County Commission for distribution to various agencies. The report will be submitted within 30 days of fieldwork completion.
- * The final report will fulfill State and Federal Cultural Resource survey requirements.

Amount: Six Thousand Dollars. \$6000.00



Jason A. Mann
Troy University

January 9, 2017

Date

Dr. Jack Hawkins
Chancellor
Troy University

Date

Montgomery County Commission Representative

Date

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TROY UNIVERSITY



**Archaeological
Research Center**

12/21/2016

To: Leslie York
Community Development Manager
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104

From: Mr. Jason Mann
Director: Archaeological Research Center
Troy University
Troy, AL 36082

Subject: Cost Proposal for Phase I archaeological survey of Old Selma Road Park proposed location.

Dear Leslie,

With reference to the above project the Troy University Archaeological Research Center is pleased to submit this research design and cost estimate for a Phase I cultural resource survey of the Old Selma Road Park proposed location. All phases of this research will be in compliance with the guidelines set forth by the Department of the Interior and the Alabama Historical Commission (AHC) for Section 106 compliance.

A cultural resource survey involves a documentation search and an on-site field survey. The documentation search will identify any known archaeological sites, historic properties, or any National Register of Historic Places (NRHP) items which may be located in the project area and vicinity.

Field investigations will include a pedestrian survey of proposed project area. Both archaeological and structural resources will be considered. Field techniques include visual inspection of exposed surfaces and shovel testing at 30 meter intervals along 30 meter wide spaced transects within the project area. All shovel tested material will be screened through 1/4inch hardware cloth and be inspected for cultural material. Each shovel test will be documented and spot located with a handheld GPS receiver to record any archaeological sites. Photographs of the project area, shovel tests which are positive for artifacts, and other cultural features will be documented during the survey.

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In the event that an archaeological site is encountered, an assessment of NRHP eligibility is necessary based on criteria established by the National Park Service. Should a site not be considered eligible for the NRHP then the site will be recommended as ineligible for listing to the NRHP and the proposed project will not have a negative effect.

Should a site be considered potentially eligible for the NRHP the proposed project will have a negative effect on the cultural resource based on applicable NPS guidelines.

Lastly, a report will be created detailing the Phase I investigations, and recommendations for the mitigation of potential affect to archaeological sites. The report must be submitted to and approved by the AHC who has 30 days to comment.

The field work for this project will begin within 14 days of notice to proceed. The field work will take 60 hours of time/labor. Once field work is completed a notification of field work completion will be sent to your office. The final written report will be completed and submitted to you within 30 working days of field work completion. The total proposed cost of this project is \$6000.00. This amount is due to Troy University within 30 days of invoicing after notice of project completion in the form of the submission of the final written report.

A preliminary review of the Alabama State Archaeological Site File indicates that numerous documented archaeological sites are within or very near the boundaries of the project area. These sites should not be affected by the proposed project activities but do indicate that there is a high probability for a site to be discovered in the project area.

If you have any questions please contact me directly and thank you for considering the Troy University Archaeological Research Center for this project.

Please reference maps and proposed budget below.

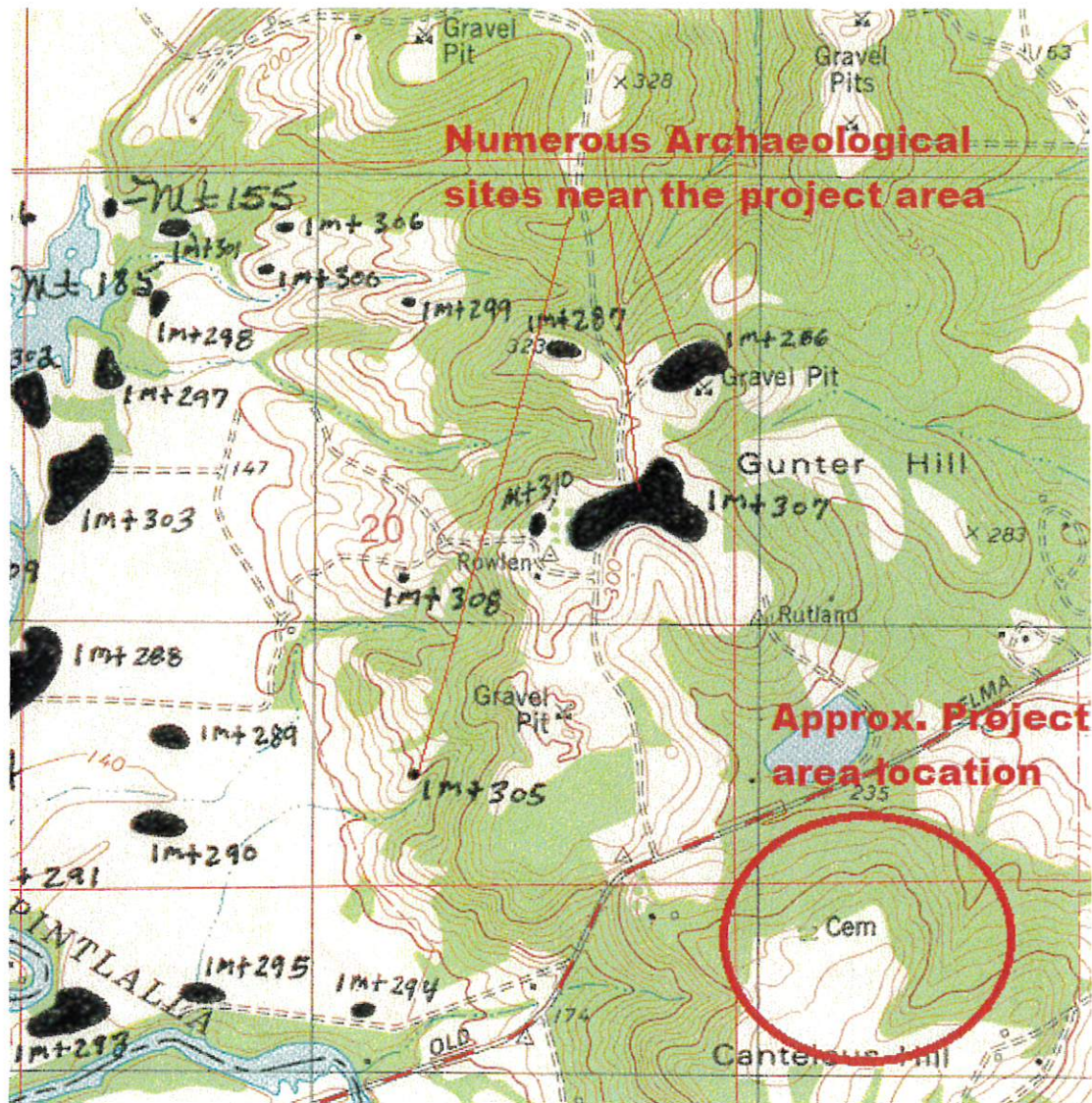
Sincerely,

A handwritten signature in black ink, appearing to read 'J. Mann', followed by a long horizontal line.

Jason A. Mann

Director
Troy University Archaeological Research Center
334-670-3957 - office
334-372-6657 - cell

Approximate Project Area location and known archaeological sites nearby.



Proposed Budget

Salaries (Principal and Technicians)	\$4401.00
FICA/Retirement (.1959)	\$862.00
Subtotal	\$5263.00
Overhead (.14)	\$737.00
Total	\$6000.00

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Wednesday, January 11, 2017 12:29 PM
To: Donald Mims
Cc: Tammy Nix
Subject: FW: RFP for Cultural Resource Assessment
Attachments: OLD SELMA ROAD PARK LOCATION MOA.pdf; Proposal CARPDC.pdf



Greg Clark
Executive Director
Central Alabama Regional Planning and Development Commission
430 South Court * Montgomery, Alabama 36104
Phone: (334) 262-4300 Fax (334) 262-6976

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

From: Leslie York [<mailto:lyork@carpdc.com>]
Sent: Wednesday, January 11, 2017 12:00 PM
To: gclark@carpdc.com
Subject: FW: RFP for Cultural Resource Assessment

Greg –

Do you see a problem with our forwarding the attached to Donnie for approval at the Commission meeting?

Leslie

From: Jason A Mann [<mailto:jmann@troy.edu>]
Sent: Monday, January 09, 2017 1:45 PM
To: Leslie York
Subject: RE: RFP for Cultural Resource Assessment

Leslie,
Please find attached a MOA for the Old Selma Road Park Location archaeological survey.
Please let me know if you require anything else.
Thank You,
Jason Mann

From: Leslie York [<mailto:lyork@carpdc.com>]
Sent: Monday, December 19, 2016 8:18 AM
To: Jason A Mann
Subject: RFP for Cultural Resource Assessment

Mr. Mann –

Please find attached information related to procurement of archaeological services for a new park site in Montgomery County. I have attached the letter from the Alabama Historical Commission along with the photos that were submitted to them when we requested concurrence. Following is language from the request letter to the AHC that provides some project details you may find helpful.

The Montgomery County Commission intends to expand its local parks by constructing a 1 mile long multi-use trail that will be 12' wide and constructed of a combination of gravel and paved asphalt. The parcel of land where the trail improvements will occur is on land recently purchased by the County and located on Old Selma Road with latitude of 32° 20' 33 and longitude of -86° 27' 58. Appropriate maps and photographs are attached for your reference. As part of the project improvements proposed, the County will utilize matching dollars to construct an access road and accessible parking. Future plans considered for this site include a fishing pond, additional walking/hiking trails, pavilions and picnic related amenities, large fields for ball sports, and a lodge for community events.

If you have questions or problems with any of the 5 attached files please let me know. In addition, if you need further information about the proposed project I will be glad to answer any questions.

Please respond to this email confirming receipt.

Proposals should be submitted to me by Noon on January 6, 2017.

Thank you for your consideration!

Leslie York

Community Development Manager
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334.262.4300
334.262.6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. Mark Caine

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager, Montgomery County Sheriff's Office *R.W.*

Subject: Approval to pursue Technology Innovation for Public Safety Grant (TIPS)

Date: January 11, 2017

We are requesting the County Commission waive rules and grant us permission to apply for the U.S. Department of Justice TIPS grant, due on February 2, 2017. **There are no matching funds required for this grant.** Though this project, we propose to purchase and implement a single-source, data-centric repository of intelligence data through the development and launch of the River Region Web-based Portal. The Portal will allow authorized investigators/law enforcement officers to pursue suspect leads by searching arrest, pistol permit, warrant, property and other public records.

The portal will perform an audit of all searches and display data analysis reports based on those audits. This is an innovative, efficient, and effective approach to information sharing between and among justice agencies.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4960
FAX 334.832.7113

2017 JAN 11 AM 11:53
15 JAN 11 10:00
www.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MONROUE STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

6-1



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEYVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 11, 2017

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission
From: Regina Walker, Grant Manager *RW.*
Montgomery County Sheriff's Office
Subject: ADECA Equipment Grants

The Montgomery County Sheriff's Office request you waive the rules and accept this grant from Alabama Department of Economic and Community Affairs.

This grant will enable us to purchase two very much needed smart boards. One will be placed at the D.T. Marshall Training Facility and the other board will be placed in our newly renovated Patrol room.

Should you have any questions or require additional information, I can be reached at 832-1646 or 850-1329. I thank you in advance for you attention to this matter.

RW/dc

encls.

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36101-4219
OFFICE 334.832.4900
FAX 334.832.7113

CS-111W 11 JAN 110Z
MONTGOMERY COUNTY
COMMISSION
www.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1886
FAX 334.265.0990

7-1

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

January 12, 2017

The Honorable Elton Dean, Sr.
Chairman of Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Montgomery County Sheriff's Office Training Equipment Upgrade
14-DJ-LC-047
Amount: \$9,000.00

Enclosed are subgrant award documents and other related information concerning the Edward Byrne Memorial Justice Assistance Grant program.

The Authorized Official listed on the application must sign the subgrant award and return the original to Law Enforcement Traffic Safety Division, Attention: William M. Babington, at Post Office Box 5690, Montgomery, Alabama 36103-5690, within seven (7) days of receipt. Please read very carefully all special conditions that relate to this subgrant, and before signing the official award, make sure that these special conditions can and will be adhered to.

Sincerely,



Jim Byard, Jr.
Director

JB:wmb:lc

RECEIVED
JAN 17 2017
MONTGOMERY COUNTY
COMMISSION

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

January 12, 2017

The Honorable Elton Dean, Sr.
Chairman of Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean:

RE: Montgomery County Sheriff's Office Training Equipment Upgrade
14-DJ-LC-047
Amount: \$9,000.00

I am pleased to notify you that I have approved the above-referenced grant, which will provide funding from the Edward Byrne Memorial Justice Assistance Grant program.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Law Enforcement and Traffic Safety Division of ADECA if you have questions or need assistance.

Sincerely,

A handwritten signature in black ink that reads "Robert Bentley". The signature is written in a cursive style with a large, stylized "R" and "B".

Robert Bentley
Governor

RB:JB:wmb:lc

7-3

Alabama Department of Economic and Community Affairs

Law Enforcement and Traffic Safety Division

Edward Byrne Memorial Justice Assistance Grant

Subgrant Award

The Department of Economic and Community Affairs hereby awards to

Montgomery County Commission

(hereinafter called the 'Subrecipient') the amount of

\$9,000.00

for the period of

January 1, 2017 through March 31, 2017.

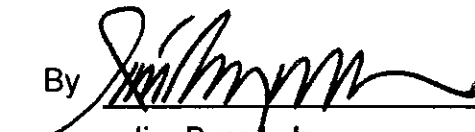
This subgrant may be used for the aforementioned period for the projects set forth in the application of the Subrecipient, subject to the General Conditions applicable to the administration of this subgrant. The Subrecipient shall administer the programs or projects for which this subgrant is awarded in accordance with the applicable rules, regulations and conditions of the Department of Economic and Community Affairs as set forth in the standard subgrant Conditions and Assurances of the Subrecipient Application, or as mandated by ADECA.

This subgrant is made available under 42 USC 3750, et seq.. The federal funding agency is the U.S. Department of Justice. The award of funds is made under the title of Edward Byrne Memorial Justice Assistance Grant and is identified by the Catalog of Federal Domestic Assistance (CFDA) Number 16.738.

Subgrant Number **14-DJ-LC-047**

Award Date January 12, 2017

By


Jim Byard, Jr.
Director

Acceptance of Award

Montgomery County Commission

hereby signifies its acceptance of the above subgrant award on the terms and conditions set forth above or incorporated by reference therein. Likewise, additional special conditions attached to this subgrant award are herein incorporated.

Date

By

Authorized Official

Program: Less than \$10K Pass-Through

Project Objective: Montgomery County Sheriff's Office Training Equipment Upgrade

Note: Funds cannot be advanced until Subrecipient signs and returns the original and a copy of this subgrant award to the Law Enforcement/Traffic Safety Division of ADECA.

Subgrant Agreement

Edward Byrne Memorial Justice Assistance Grant

Subgrant 14-DJ-LC-047

Subrecipient name **Montgomery County Commission**
Subrecipient's DUN **099839086**
Federal Award ID (FAIN) **2014-MU-BX-1097**
Federal Award Date **9/30/2014**
CFDA **16.733**
Subaward Period of Performance **January 1, 2017 through March 31, 2017**
Federal Funds obligated by this action **\$9,000.00**
Total Federal Funds obligated to recipient **\$15,878.00**
Total amount of Federal Award **\$15,878.00**
Federal Award project description **Byrne JAG Justice Assistance Grant**
Name of Federal Awarding Agency **U.S. Department of Justice**
Pass-through entity **Alabama Department of Economic and Community Affairs**
Contact information for awarding official **Jim Byard Jr., Director**
Research & Development? **No**
Indirect Cost Rate **0.00%**

Conditions to Subgrant: 14-DJ-LC-047

1. Commencement Within 60 Days.

If a project is not operational within 60 days of the original starting date of the subgrant period, the Subgrantee must report by letter to LETS/ADECA the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

2. Operational Within 90 Days.

If a project is not operational within 90 days of the original starting date of the subgrant period, the Subgrantee must submit a second statement to LETS/ADECA explaining the implementation delay. Upon receipt of the 90-day letter, LETS/ADECA may cancel the project and redistribute the funds to other project areas. LETS/ADECA may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

3. Fidelity Bonding.

Subgrantees shall be required to carry fidelity bonds for individuals in positions of fiscal responsibility in the amount of \$100,000 or the highest cash advance, whichever is less. Failure to satisfy this condition shall prompt a request for a refund of subgrant funds.

4. Audit Exceptions/Unresolved Questioned Cost.

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

5. Continuation Funding.

Subgrantee understands that the awarding of this subgrant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document. Failure of the Subgrantee to submit the required financial and program narrative reports may result in a suspension of the subgrant payments and may also result in the suspension of processing continuation applications.

6. Equal Employment Opportunity Program Certification.

Prior to funding, the attached certification must be submitted to LETS/ADECA, certifying that either (1) a program has been formulated; or (2) a program is not required. Reference CFR Part 42.302(d).

7. Financial Questionnaire.

Prior to funding, the attached Financial Questionnaire and Request for Taxpayer Identification Number (if applicable) must be completed and returned to LETS/ADECA.

8. Recognition of Funding.

The Subgrantee shall include the following on all publications and releases, to include all written, audio or visual media: "This project was supported by Subgrant #14-DJ-LC-047 awarded by the Law Enforcement/Traffic Safety Division of ADECA, Office of Justice Programs, U.S. Department of Justice, and the National Highway Safety Administration."

9. Acquisition of Goods and Services

The Subgrantee agrees that the acquisition of goods and services in the aggregate value of \$500,000 or more shall not be made unless Subgrantee: (a) specifies in an announcement of the awarding of the contract for the procurement of the goods and services involved, the amount of Federal funds that will be used to finance the acquisition; and (b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

10. Annual Performance Report.

Annual Performance Report. Subgrantee must include an assessment of impact of the activities carried out under the subgrant in the form of an annual Performance Report, utilizing forms provided (attached). Immediate action must be taken to collect the necessary data during the progress of the project. For all Subgrantees, other than the Victims Assistance Subgrantees, this annual report is due within 60 days following the ending date of the subgrant period. For Victims Assistance Subgrantees, the reporting date is October 15th for the project period October through September.

11. Confidential Expenditures.

Prior to the funding and expenditure of confidential funds, the Project Director shall sign a certification indicating that he/she has read, understands, and agrees to abide by all of the conditions pertaining to confidential funds as set forth in the effective edition of the guideline manual 7100.1, 'Financial and Administrative Guide for Grants.' A copy of Subgrantee written procedures for accountability and control of confidential expenditures will be submitted to LETS/ADECA for approval prior to such expenditure.

12. Subgrantee Administrative Manual.

Subgrantee is reminded that operating instructions contained in the LETS Subgrantee Administrative Manual are applicable to the operation of this subgrant

13. Audit Reports.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Dept. of Examiners of Public Accounts, PO Box 302251, Montgomery, AL 36130-2251, Attn: Audit Report Repository and to the ADECA Audit Section, PO Box 5690, Montgomery, AL 36103-5690 Attn: Audit Manager.

14. Not To Constitute a Debt of the State.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Subgrant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Subgrant, be enacted, then that conflicting provision in the Subgrant shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

15. Records Management:

Applicant gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided in section 521 of P.L. 94-503. Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents. Records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report.

16. Cash Management

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.20 For subgrantees, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in asufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 49 CFR 18.20 Failure to adhere to these provisions may result in the termination of drawdown privileges.

17. Equipment

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21

18. Civil Rights

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

19. Certification regarding debarment and suspension

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

20. Hatch Act/lobbying

POLITICAL ACTIVITY (HATCH ACT).

The State will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

21. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 et seq, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 et seq, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 et seq, Code of Alabama 1975), the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq, Code of Alabama 1975).

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 et seq, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 et seq, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

22. Act 2012-491 Immigration Law

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting

23. Transparency Act

Transparency Act Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

24. Request for Funds

Subgrantees must submit request for funds on a monthly basis. A request for funds must be submitted even if there is a zero amount. Requests must be submitted by the 15th of each month.

The only exception to submitting a request for funds on a monthly basis is in the case of an equipment only grant, where the equipment has been purchased and a final claim has been submitted. In that case, the final fiscal and narrative reports should be submitted in a timely fashion.

25. Disclaimer

ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

TO: ANY JUDGE

**RE: Grant No. 14-DJ-LC-047
BINDING AGREEMENT**

Montgomery County Commission

hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract shall not be constituted as a debt of the State of Alabama in Violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this grant/contract, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

(signature)

Elton Dean, Sr.
Authorized Official
Montgomery County Commission

State of _____

Subgrant 14-DJ-LC-047

County of _____

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

DATE: _____

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

_____ by and between

(Contractor/Grantee) and

(State Agency, Department or Public Entity)

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

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

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

- _____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
_____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness

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REQUEST FOR Dun & Bradstreet DUNS Number

As required by the U.S. Department of Justice, Department of Health and Human Services, and the National Highway Traffic Safety Administration, we are required to obtain the Dun Bradstreet DUNS number for any Law Enforcement and Traffic Safety Division agreements. Additionally, the contractor's DUNS number must also be registered with the U.S. System for Award Management (SAM).

Dun Bradstreet provides a DUNS Number, a unique nine digit number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the U.S. Federal Government for contracts or grants.

You may request your DUNS Number via the Web. If one does not exist for your business location, it can be created within 1 business day. You may also request your DUNS Number by phone. U.S. and U.S. Virgin Islands: 1.866.705.5711, and Alaska and Puerto Rico: 1.800.234.3867 (Select Option 2, then Option 1).

If you do not have a DUNS Number, please use the link below to access the SAM website, which includes a link to DB in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address:

SAM Website:

www.sam.gov

DUNS Number:

Certification: I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.sam.gov> and will remain current during the term of the contract.

Signature

Date

Name (Print)

Title

LETS Staff Verification - Initials: _____

Date: _____

Rev: 06/12

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**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

7-15

CONTRACT FOR DESIGN ENGINEERING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2017 by and between **GOODWYN, MILLS AND CAWOOD, INC.**, of Montgomery, Alabama, hereinafter referred to as "**ENGINEER**" and **THE MONTGOMERY COUNTY COMMISSION**, hereinafter referred to as "**OWNER**",

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

A NEW INDUSTRIAL ACCESS ROADWAY (LYNN GOWAN CLOSE) IN THE MONTGOMERY INDUSTRIAL PARK

ALDOT PROJECT NO. IAR-051-000-012

MONTGOMERY COUNTY PROJECT NUMBER MCP 51-81-17

hereinafter referred to as "the Project".

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

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

1. BASIC SERVICES

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

- 1.1 ENGINEER shall perform professional services as hereinafter stated which includes customary civil engineering services as required by this project.

1.2 PROJECT SCOPE OF WORK / PRELIMINARY DESIGN PHASE

The scope of the services shall be limited to the design and development of roadway plans to construct a new industrial access roadway (Lynn Gowan Close) in the Montgomery Industrial Park as defined by the agreement between the Montgomery County Commission and the Alabama Department of Transportation described as Project Number IAR-051-000-012.

- 1.2.1 The ENGINEER shall further consult with OWNER and review available data to clarify and define OWNER's requirements for the Project.

- 1.2.2 In consultation with the OWNER, determine the extent of the Project, which includes the limits of the project, curb and/or gutter improvements, storm sewer improvements, possible utility conflicts and potential environmental issues.
- 1.2.3 Prepare preliminary design documents consisting of the preliminary layout, final design criteria, and an Opinion of Probable Project Cost.
- 1.2.4 Furnish and review the preliminary design documents with the OWNER for final approval of the OWNER's requirements for the project.

1.3 FINAL DESIGN PHASE

After authorization by the OWNER to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the Opinion of Probable Project Cost, prepare final drawings and specifications for incorporation in the Contract Documents that show the character and extent of the Project, hereinafter called "Bid Documents".
- 1.3.2 Design the project to conform to all Federal, State and Local standards.
- 1.3.3 The Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, will govern in the development of the plans and specifications for this project.
- 1.3.4 Perform all route surveying for the Project corridor.
- 1.3.5 Conduct subsurface geotechnical explorations, such as borings and soil tests, and prepare a report to be included in the Final Design Phase of the construction documents.
- 1.3.6 Prepare an ADEM Stormwater permit application and CBMPP plan (if required) and assist the OWNER with the submittal of the ADEM Stormwater permit prior to the Bidding Phase.
- 1.3.7 Other environmental services such as performing wetland delineation, US Fish & Wildlife Concurrence, US Army Corps of Engineers permitting, Alabama Historical Commission concurrence or other permitting, investigations or regulatory requirements are not expected to be needed and therefore are not included in this Scope. If needed, the services will be considered additional services.
- 1.3.8 The OWNER will be responsible for acquiring any Rights of Entry, additional Rights of Way, Easements, etc. that may be required for the development of the roadway plans. Any assistance required by the OWNER for Right of Way and/or Easement acquisition shall be considered additional services.
- 1.3.9 Advise OWNER of any adjustments to the latest Opinion of Probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised Opinion of Probable Project Cost based on the Final Bid Documents. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Project Cost prepared by ENGINEER.

- 1.3.10 Prepare for review and approval by the OWNER, its legal counsel and other advisors, contract agreement forms, general conditions, bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.11 Provide sufficient plans, specifications, bid sheets, cost estimates, design analysis, and other contract documents required for the Project.

1.4 BIDDING OR NEGOTIATING PHASE

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

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

1.5 CONSTRUCTION PHASE

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

2. OWNER'S RESPONSIBILITIES

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

- 2.1 Provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish ENGINEER with a copy of any design and construction standards which the OWNER will require the ENGINEER to follow for the Project.
- 2.2 Assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 2.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 2.4 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 2.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property for data collection as required for ENGINEER to perform services under this Agreement. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 2.6 Pay all costs associated with necessary easement / right of way acquisition.
- 2.7 Obtain all permits and environmental clearances necessary to construct the project.
- 2.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 2.9 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and applications fees.
- 2.10 The OWNER's representative shall attend the any pre-bid meetings and the bid opening.
- 2.11 If Additional Services are required for the Project, the OWNER agrees to pay ENGINEER for those Additional Services as outlined in Section 3 of this Agreement.

3. **ADDITIONAL SERVICES**

The following scope of services shall be considered additional work above and beyond the Basic Services outlined in Section 1 of this Agreement. The OWNER and ENGINEER shall agree to any Additional Services through a written amendment hereto, for the ENGINEER to furnish or obtain from others, prior to such services being performed. Compensation for the Additional Services will be as negotiated between the OWNER and ENGINEER. The Terms for such compensation shall be included in said written amendment to the Agreement.

- 3.1 Performing additional survey work or additional courthouse research as needed for the preparation of easements and deeds, preparation of documents for easement and right of way acquisition, research of legal documents, boundary surveys and post construction services.
- 3.2 Performing environmental permitting and investigation work other than the specific permits outlined in Section 1 of this Agreement such as wetlands delineation and mitigation, subsurface soil or groundwater contamination, survey of endangered or threatened species, cultural resource surveys, US Army Corps of Engineers permitting, etc.
- 3.3 Perform additional subsurface investigations should unusual subsurface conditions be discovered during the Design Phase.
- 3.4 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by the ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond the ENGINEER's control.
- 3.5 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

4. TERMS AND CONDITIONS

- 4.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Engineer's services. ENGINEER and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 4.2 ENGINEER shall not at any time supervise, direct, or have control over any contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- 4.3 ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.
- 4.4 OWNER may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between OWNER and ENGINEER, shall be incorporated in written amendments to this Contract.

- 4.5 ENGINEER represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by ENGINEER, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- 4.6 All design documents prepared or furnished by ENGINEER are instruments of service, and ENGINEER retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- 4.7 ENGINEER will not assign any interest on this Contract, and will not transfer any interest in the same without the prior written consent of OWNER thereto, provided, however, that claims for money by ENGINEER from OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to OWNER.
- 4.8 The parties acknowledge that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable laws and Regulations.
- 4.9 ENGINEER will in its preparation of the Bid Documents, require the Contractor to comply with all applicable laws, ordinances and codes of the State and Local governments.
- 4.10 ENGINEER shall procure and maintain insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
- 4.11 If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.
- 4.12 Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

- 4.13 The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control, including but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, 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 disapprove of the ENGINEER's services or work product promptly, or delays caused by faulty performance by the OWNER or by contractors of any level. When such delays beyond the ENGINEER's reasonable control occur, the OWNER agrees the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this Contract.
- 4.14 This Agreement represents the entire and integrated agreement between OWNER and ENGINEER 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 ENGINEER.
- 4.15 Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER.
- 4.16 Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that this agreement shall be reformed or replaced such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.17 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 4.18 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Section 5 of this Agreement, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

5. FEES AND PAYMENTS

The OWNER agrees to pay to the ENGINEER a lump sum fee of \$66,500 for the Basic Services as outlined in Section 1 of this Agreement based on the fee schedule shown below. Payment for these Basic Services shall be made in installments (no more than once monthly) based upon percentage complete as work progresses.

- 5.1 For the Preliminary Design Phase, the Final Design Phase and the Bidding Phase, the OWNER will pay the ENGINEER a lump sum fee of \$60,000.
- 5.2 For subsurface geotechnical explorations, such as borings and soil tests, and Report, the OWNER will pay the ENGINEER a lump sum fee of \$4,500.

- 5.3 For Stormwater Permitting costs, which include the preparation of the permit, preparation of the CBMPP, preparation to transfer the permit to the Contractor, and the permit termination, the OWNER will pay ENGINEER a lump sum fee of **\$2,000**. This does not include the application fee required by ADEM for the NPDES permit or the ADEM fee for transferring the permit into the Contractor's name. At this time, those fees are \$1,385 and \$800, respectively, and will be paid directly to ADEM by the OWNER.
- 5.4 Items listed under Section 3 of this Agreement are **NOT ANTICIPATED** to be needed and therefore are not included in the Scope of these Services. However, should it be determined that any of these items are needed, they can be added as Additional Services under the terms described in Section 3 of this Agreement.
- 5.5 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by the ENGINEER's consultant to the ENGINEER time a factor of two.
- 5.6 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at a rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, without liability, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to the interest and then to principal.

IN TESTIMONY OF WHICH, ENGINEER has signed this agreement and OWNER, by an appropriate motion adopted at a legally authorized meeting of its governing body held on the _____ day of _____, 2017, has authorized this agreement to be executed.

MONTGOMERY COUNTY COMMISSION

**GOODWYN, MILLS AND CAWOOD, INC.
MONTGOMERY, ALABAMA**

By: _____

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

By: _____

Bobby Kemp, P.E.
Transportation Engineering

Attest:

Attest:

8 SYNOPSIS: This bill would propose an amendment to the
9 Constitution of Alabama of 1901, to allow the
10 members of the Montgomery County Commission to
11 participate in the Employees' Retirement System.
12

13 A BILL
14 TO BE ENTITLED
15 AN ACT
16

17 Proposing an amendment to the Constitution of
18 Alabama of 1901, to allow the members of the Montgomery County
19 Commission to participate in the Employees' Retirement System.
20 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

21 Section 1. The following amendment to the
22 Constitution of Alabama of 1901, is proposed and shall become
23 valid as a part of the Constitution when all requirements of
24 this act are fulfilled:

25 PROPOSED AMENDMENT

26 No elected or appointed Montgomery County
27 Commissioner may assume a supernumerary office after the

1 effective date of this amendment. Each member of the
2 Montgomery County Commission may participate in the Employees'
3 Retirement System of Alabama upon the same terms and
4 conditions as may be specified by law for any other employee
5 in the same retirement system. A Montgomery County
6 Commissioner holding office at the time of the ratification of
7 this amendment shall be eligible to purchase service credit in
8 the Employees' Retirement System for the time the official has
9 served in the current office; provided, however, the official
10 may not assume a supernumerary office.

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Amendment 555 to the
13 Constitution of Alabama of 1901, now appearing as Section
14 284.01 of the Official ReCompilation of the Constitution of
15 Alabama of 1901, as amended, and the election laws of this
16 state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to the Constitution of Alabama of 1901, to allow the
24 members of the Montgomery County Commission to participate in
25 the Employees' Retirement System.

26 "Proposed by Act _____."

1 This description shall be followed by the following
2 language:
3 "Yes () No ()."

2
3
4
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7
8
9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to any Class 3 municipality organized under
14 Act 618, 1973 Regular Session (Acts 1973, p. 879); to further
15 provide for the membership of any airport authority
16 established by the city.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Notwithstanding any other provision of
19 law, any airport authority established by any Class 3
20 municipality organized under Act 618, 1973 Regular Session
21 (Acts 1973, p. 879), shall have two additional members
22 appointed by the county commission of the county where the
23 municipality is located. Members appointed pursuant to this
24 section shall serve for terms as currently provided for other
25 members of the authority.

26 Section 2. All laws or parts of laws which conflict
27 with this act are repealed.

1 Section 3. This act shall become effective
2 immediately following its passage and approval by the
3 Governor, or its otherwise becoming law.

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; levying a sales tax
14 on the retail and wholesale price of all spirituous or vinous
15 liquors sold in the county, and providing for disposition of
16 the proceeds.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Pursuant to the authority granted in
19 Section 104 of the Constitution of Alabama of 1901, in
20 Montgomery County, there is hereby levied and shall be
21 collected a sales tax at the rate of five percent upon the
22 wholesale and retail price, excluding taxes, of spirituous or
23 vinous liquors sold at retail or wholesale in the county by
24 the Alcoholic Beverage Control Board, its stores, or its
25 successors or assigns. The county tax herein levied shall be
26 collected by the board, its successors, or assigns, from the
27 wholesale and retail purchaser at the time the wholesale or

1 retail price is paid. The tax shall be collected as are other
2 taxes on alcoholic beverages and deposited into the county
3 general fund to be distributed to the Montgomery County
4 district attorney's office, district attorney fund, for the
5 operation of the office. The Alcoholic Beverage Control Board
6 may withhold five percent of the tax collected under this act
7 for costs for administration and collection not to exceed two
8 thousand dollars (\$2,000) per year.

9 Section 2. This act shall become effective on the
10 first day of the third month following its passage and
11 approval by the Governor, or its otherwise becoming law.

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; to amend Section 2 of
14 Act 2015-264, 2015 Regular Session, imposing an additional
15 service of process fee for the service of documents in the
16 civil and criminal divisions of the circuit and district
17 courts; to clarify that the fee shall be collected on each
18 document requiring personal service of process by the Sheriff
19 of Montgomery County for matters pending or to be commenced in
20 a court in Montgomery County or in a court outside of
21 Montgomery County.

22 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

23 Section 1. Section 2 of Act 2015-264, 2015 Regular
24 Session, is amended to read as follows:

25 "Section 2. (a) In addition to all existing charges,
26 fees, judgments, and costs of court, in the civil division and
27 in the criminal division of the district and circuit courts of

1 Montgomery County, an additional one-time service of process
2 fee of thirty dollars (\$30) per document shall be imposed and
3 collected for service or attempted service of process on each
4 document requiring personal service of process by the Sheriff
5 of Montgomery County for matters pending or to be commenced in
6 a court in Montgomery County.

7 ~~"(b) In addition to all existing charges, fees,~~
8 ~~judgments, and costs of court, in the civil division of the~~
9 ~~district and circuit courts of Montgomery County, an~~ An
10 additional one-time service of process fee of thirty dollars
11 (\$30) per document shall be imposed and collected for service
12 or attempted service of process on each document requiring
13 personal service of process by the Sheriff of Montgomery
14 County for matters pending or to be commenced in a court
15 outside of Montgomery County.

16 "(c) The court official designated in Montgomery
17 County by law for the respective courts shall collect the
18 service of process fee designated in subsections (a) and (b) -
19 and shall remit the fees collected as follows: Ten percent of
20 each fee shall be retained by the circuit clerk and deposited
21 in the circuit clerk's fund or similar fund to be used for the
22 operation of the circuit clerk's office and the remainder of
23 the fee shall be distributed to the Montgomery County
24 Commission to be deposited in the county general fund.
25 Notwithstanding the foregoing, the fee shall not be imposed
26 and collected if the court finds payment of the fee will
27 create a substantial hardship. A verified statement signed by

1 the person requesting service and approved by the court
2 attesting the substantial hardship shall be filed with the
3 clerk of the court.

4 "(d) The district attorney, law enforcement, and
5 grand juries shall be exempt from payment of the fees provided
6 in this act."

7 Section 2. This act shall become effective on the
8 first day of the third month following its passage and
9 approval by the Governor, or its otherwise becoming law.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: January 9, 2017

RE: Contract No. 59310-16P-002
Inspection and Evaluation of Elevators

I request that the attached Amendment No. 1 to Dieter Consulting Services, Inc. contract for inspection and evaluation of elevators be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 15, 2017 and ending on February 16, 2018.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 59310-16P-002

Amendment No. 1

Contract with Dieter Consulting Services, Inc. for inspection and evaluations of elevators is hereby extended for one (1) year, beginning February 15, 2017 and ending February 16, 2018.

All other provisions of the contract remain the same.

WITNESS: DIETER CONSULTING SERVICES, INC.

BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{MLS}

DATE: January 9, 2017

RE: Invitation to Bid No. 51100-17B-007
Move District Attorney's Office- Child Support Division

Bid No. 51100-17B-007 for move of District Attorney's Office – Child Support Division was issued on January 4, 2017. Issuance of the bid was delayed because equipment belonging to the Department of Human Resources needed to be moved from current location to new location.

The move is scheduled for February 14, 2017 and February 15, 2017.

The bids will be opened on January 25, 2017. I request that award of the bid be placed on the February 6, 2017, agenda for approval by the Commission.

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

January 12, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

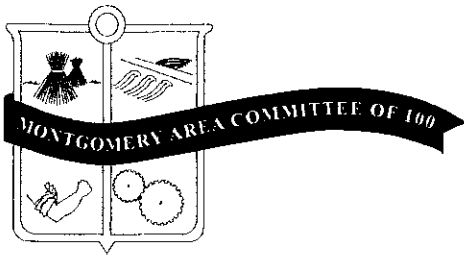
SUBJECT: Performance Evaluation of County Administrator

The County Commission has received the Performance Evaluation (Consolidated Report) for County Administrator for the review period September 15, 2015 – September 14, 2016. I am requesting that the Commission approve this Performance Evaluation.

Should you have any questions, please contact me.

DLM/tn

Attachments



Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

Honorable Elton Dean
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Date	Invoice #
1/5/2017	1672

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

16-1

Tammy Nix

From: Leslie York <lyork@carpdc.com>
Sent: Thursday, January 12, 2017 3:14 PM
To: Donald Mims
Cc: Tammy Nix; gclark@carpdc.com
Subject: ADECA 2016 CDBG Application and Rating Spreadsheets
Attachments: CDBG FY 2016 Funding Results with Scores.pdf

Donnie –

As you are aware, CARPDC assisted the Montgomery County Commission with submission of two CDBG applications for 2016 funding consideration. One application was under the County Competitive fund for **Housing Rehabilitation Improvements in the Eastwood Villa community**. This fund has a \$350,000 grant maximum and the full amount was requested. The second one submitted was a **Planning fund application for the Lagos del Sol community**, where the maximum grant amount of \$40,000 was requested. As you are also aware, both of these applications were not funded.

Attached please find the ADECA application results in spreadsheet form by grant fund. The County Competitive fund had \$2,750,000 allocated and 8 grants were awarded. The “funding cut-off” for this fund was 197 and the Eastwood Villa application scored 192. According to ADECA’s 2016 CDBG Action Plan, the Planning Fund had \$125,000 allocated. One planning grant application was funded at \$24,000, which was their requested amount. Of course, the Lagos del Sol application was not funded.

If there are questions regarding the information in the spreadsheets please let me know. In addition, Greg and I will gladly be available at Tuesday’s Commission Meeting.

Leslie York

Community Development Manager
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334.262.4300
334.262.6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. Mark Caine

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

CDBG 2016 Small City Applications

Total Funds Available \$5,772,086

Community Name	County	Activity	Amount Requested	Amount Awarded	TOTAL
Abbeville	Henry Co	Housing Rehab	\$ 350,000.00	\$ 350,000.00	191.00
Blountsville	Blount Co	Sewer	\$ 350,000.00	\$ 350,000.00	195.00
Clito	Barbour Co	Sewer	\$ 350,000.00	\$ 350,000.00	193.00
Collinsville	DeKalb Co	Streets	\$ 346,392.00	\$ 346,392.00	192.00
Dora	Walker Co	Sewer	\$ 350,000.00	\$ 350,000.00	192.00
Epes	Sumter Co	Housing Rehab	\$ 350,000.00	\$ 350,000.00	195.00
Georgiana	Butler Co	Sewer	\$ 350,000.00	\$ 350,000.00	194.00
Guin	Marion Co	Clearance/Demo	\$ 230,000.00	\$ 230,000.00	190.00
Hurtsboro	Russell Co	Streets	\$ 306,000.00	\$ 306,000.00	194.00
Midland City	Dale Co	Water	\$ 311,582.00	\$ 311,582.00	197.00
New Hope	Madison Co	Sewer	\$ 350,000.00	\$ 350,000.00	191.00
Owens Cross Rds	Madison Co	Sewer	\$ 350,000.00	\$ 350,000.00	192.00
Paint Rock	Jackson Co	Streets	\$ 350,000.00	\$ 350,000.00	195.00
Pisgah	Jackson Co	Water	\$ 350,000.00	\$ 350,000.00	194.00
Rutledge	Crenshaw Co	Sewer	\$ 300,000.00	\$ 300,000.00	189.00
Slocumb	Geneva Co	Water/Streets	\$ 350,000.00	\$ 350,000.00	192.00
Valley Head	DeKalb Co	Drainage	\$ 349,500.00	\$ 349,500.00	191.00
York	Sumter Co	Sewer	\$ 350,000.00	\$ 350,000.00	188.00
Akron	Hale Co	Sewer/Demo	\$ 350,000.00		173.00
Autaugaville	Autauga Co	Sewer	\$ 350,000.00		152.00
Beatrice	Monroe Co	Streets	\$ 350,000.00		173.00
Brilliant	Marion Co	Sewer	\$ 350,000.00		183.00
Camp Hill	Tallapoosa Co	Sewer	\$ 350,000.00		148.00
Castleberry	Conecuh Co	Water	\$ 350,000.00		163.00
Elmore	Elmore Co	Sewer	\$ 350,000.00		188.00
Floral	Covington Co	Sewer	\$ 350,000.00		187.00
Gordon	Houston Co	Sewer	\$ 350,000.00		187.00
Kansas	Walker Co	Water	\$ 350,000.00		185.00
Luverne	Crenshaw Co	Water	\$ 350,000.00		186.00

McKenzie	Butler Co	Water	\$	350,000.00		185.00
Mentone	DeKalb Co	Water	\$	337,648.00		176.00
Millry	Washington Co	Streets	\$	306,050.00		187.00
Notasulga	Macon Co	Sewer	\$	350,000.00		150.00
Samson	Geneva Co	Sewer/Water/Streets	\$	350,000.00		188.00
Vernon	Lamar Co	Sewer/Streets	\$	350,000.00		188.00
Yellow Bluff	Wilcox Co	Streets	\$	350,000.00		185.00

CDBG 2016 Large City Applications

Total Funds Available \$5,000,000

Community Name	County	Activity	Amount Requested	Amount Awarded	TOTAL
Opp	Covington	Sewer	\$ 444,793.00	\$ 444,793.00	199
Moulton	Lawrence	Sewer	\$ 450,000.00	\$ 450,000.00	195
Foley	Baldwin	Sewer	\$ 450,000.00	\$ 450,000.00	194
Jasper	Walker	Sewer	\$ 450,000.00	\$ 450,000.00	191
Scottsboro	Jackson	Drainage	\$ 450,000.00	\$ 450,000.00	191
Tallassee	Tallapoosa	Sewer	\$ 450,000.00	\$ 450,000.00	189
Brent	Bibb County	Sewer	\$ 450,000.00	\$ 450,000.00	188
Atmore	Escambia	Sewer	\$ 450,000.00	\$ 450,000.00	188
Geneva	Geneva	Drainage	\$ 450,000.00	\$ 450,000.00	188
Union Springs	Bullock	Comprehensive	\$ 450,000.00	\$ 450,000.00	188
Boaz	Marshall	Water	\$ 429,398.66	\$ 429,398.66	188
Columbiana	Shelby	Sewer	\$ 450,000.00	\$ 450,000.00	188
Selma	Dallas	Drainage	\$ 450,000.00	\$ 450,000.00	186
Hartselle	Morgan	Sewer/Water	\$ 450,000.00		187
Jackson	Clarke	Sewer	\$ 450,000.00		187
Brewton	Escambia	Sewer	\$ 450,000.00		186
Pell City	St. Clair	Water	\$ 450,000.00		184
Cullman	Cullman	Comprehensive	\$ 450,000.00		184
Monroeville	Monroe	Sewer	\$ 450,000.00		184
LaFayette	Chambers	Water	\$ 450,000.00		182
Roanoke	Randolph	Streets	\$ 447,123.04		181

Robertsdale	Baldwin	Sewer / Drainage	\$ 450,000.00		180
Daleville	Dale	Water/Streets	\$ 441,900.00		179
Talladega	Talladega	Sewer	\$ 450,000.00		179
Troy	Pike	Comprehensive	\$ 450,000.00		179
Andalusia	Covington	Streets	\$ 450,000.00		174

CDBG 2016 County Applications

Total Funds Available \$2,750,000

Community Name	County	Activity	Amount Requested	Amount Awarded	Total Score
Escambia Co	Escambia Co	Water	\$ 350,000.00	\$ 350,000.00	204.5
Cullman Co	Cullman Co	Streets	\$ 270,941.00	\$ 270,941.00	200.5
Franklin Co	Franklin Co	Streets/Drainage	\$ 350,000.00	\$ 350,000.00	199
Cleburne Co	Cleburne Co	Water	\$ 341,131.00	\$ 341,131.00	197
Marengo Co	Marengo Co	Water	\$ 350,000.00	\$ 350,000.00	197
Dallas Co	Dallas Co	Sewer	\$ 350,000.00	\$ 350,000.00	197
Winston Co	Winston Co	Streets	\$ 346,941.00	\$ 346,941.00	197
Coffee Co	Coffee Co	Water	\$ 310,000.00	\$ 310,000.00	197
Clarke Co	Clarke Co	Streets	\$ 350,000.00		196
Covington Co	Covington Co	Water	\$ 350,000.00		195
Monroe Co	Monroe Co	Water	\$ 350,000.00		193
Montgomery Co	Montgomery Co	Housing Rehab	\$ 350,000.00		192
Calhoun Co	Calhoun Co	Clearance/Demo	\$ 350,000.00		190
Limestone Co	Limestone Co	Water	\$ 350,000.00		184.5
Coosa Co	Coosa Co	Streets	\$ 323,745.00		182.5
Perry Co	Perry Co	Water	\$ 350,000.00		178.5

CDBG 2016 Community Enhancement Applications

Total Funds Available \$3,000,000

Community Name	County	Activity	Amount Requested	Amount Awarded	Ranking
Blount Co	Blount Co	Streets	\$ 215,000.00	\$ 215,000.00	10
Boligee	Greene Co	Streets	\$ 250,000.00	\$ 250,000.00	8
Ardmore	Limestone Co	Water	\$ 250,000.00	\$ 250,000.00	8

17-4

Red Level	Covington Co	Football Stadium	\$	240,000.00	\$	240,000.00	8
Hillsboro	Lawrence Co	Clearance/Demo	\$	105,625.00	\$	105,625.00	8
Tuscumbia	Colbert Co	Clearance/Demo	\$	110,604.00	\$	110,604.00	8
Newton	Dale Co	Sewer/Water	\$	240,300.00	\$	240,300.00	8
Clayton	Barbour Co	Streets	\$	232,199.00	\$	232,199.00	8
Section	Jackson Co	Sewer	\$	246,500.00	\$	246,500.00	6
Daphne	Baldwin Co	Sewer	\$	225,163.00	\$	225,163.00	6
Valley	Chambers Co	Senior Center	\$	250,000.00	\$	250,000.00	6
Prattville	Autauga Co	Clearance/Demo	\$	198,000.00	\$	150,000.00	6
Kinsey	Houston Co	Streets	\$	250,000.00	\$	250,000.00	6
Lanett	Chambers Co	Downtown Revitalization	\$	221,196.00	\$	221,196.00	6
Brundidge	Pike Co	Parks/Playground	\$	250,000.00	\$	-	5
Kinston	Coffee Co	Streets	\$	189,000.00	\$	-	4
Millport	Lamar Co	Community Safe Room	\$	114,427.00	\$	-	4
Goshen	Pike Co	Community Storm Shelter	\$	199,000.00	\$	-	4
Summerdale	Baldwin Co	Streets	\$	197,000.00	\$	-	4
Conecuh Co	Conecuh Co	Water	\$	250,000.00	\$	-	4
River Falls	Covington Co	Streets	\$	171,000.00	\$	-	4
Ariton	Dale Co	Streets	\$	249,976.00	\$	-	4
Blue Springs	Barbour Co	Water	\$	172,000.00	\$	-	4
Geraldine	DeKalb Co	Senior Center	\$	81,408.00	\$	-	2
South Vinemont	Cullman Co	Parks/Playground	\$	194,060.00	\$	-	2
Susan Moore	Blount Co	Water	\$	250,000.00	\$	-	2
Ashford	Houston Co	Streets	\$	249,775.00	\$	-	2
Rainsville	DeKalb Co	Clearance/Demo	\$	239,716.00	\$	-	2
CDBG 2016 Planning Applications							
Hanceville	Cullman Co	Downtown Improvements Plan	\$	24,000.00		\$24,000.00	
Montgomery Co	Montgomery Co	Downtown Revitalization	\$	40,000.00	\$ -		

17-5

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

January 12, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims ^{DLM}
County Administrator

SUBJECT: New Industrial Access Roadway in the Montgomery Industrial Park

Attached is a copy of an email from County Engineer George Speake regarding the possible reduction in width of a new road in the Montgomery Industrial Park, which will be utilized by Gerhardi, Inc. Previously, the Industrial Park has utilized a 38 ft. wide roadway. The Alabama Department of Transportation has not adequately funded this proposed new road at 38 ft. wide.

Mr. Speake reviewed this narrower road concept and states in the attached email, "I recommend using a 35 ft. back to back. If this is absolutely not possible, a 31 ft. back to back width would be a minimum width that I could recommend based upon the minimal information I have about the development."

We will need to discuss this issue during Tuesday's Commission meeting.

DLM/tn

Attachment

18-1

Donald Mims

From: George Speake
Sent: Tuesday, January 10, 2017 4:40 PM
To: Donald Mims
Subject: RE: Revised Contract regarding Industrial Access Road - Project Rumba
Attachments: Street Width Design Standards.pdf

By "30 ft. roadway," do you mean 30 ft. of pavement plus 4 ft. for curb and gutter which would be 34 ft. back of curb to back of curb, or does 30 ft. roadway mean 30 ft. back of curb to back of curb?

This development is in the City of Montgomery's P.J., and a 35 ft. back of curb to back of curb street width is the City's standard requirement – the County's minimum requirement is 31 ft. back to back (see attached subdivision regulations). Normally the City's standard would govern for developments in the P.J. which would be 35 ft. back to back.

I recommend using a 35 ft. back to back. If this is absolutely not possible, a 31 ft. back to back width would be a minimum width that I could recommend based upon the minimal information I have about the development.

Temporary gravel cul-de-sacs, "temporary gravel turnarounds," are usually constructed at dead ends of streets where there is a possibility the street may be extended in the future. I don't know if this street will ever be extended or not.

Again, since this is in the City's P.J., normally the City Planning Commission would need to approve these proposals.

George C. Speake, P.E., P.L.S.
Montgomery County Engineer
P.O. Box 1667
Montgomery, AL 36102-1667
Email: georgespeake@mc-ala.org
Telephone: (334) 832-2551

From: Donald Mims
Sent: Tuesday, January 10, 2017 12:15 PM
To: George Speake
Cc: David Reed; James Kelley; Florence Cauthen; Bobby Kemp; JFennell@gmcnetwork.com
Subject: Re: Revised Contract regarding Industrial Access Road - Project Rumba

George,

Are you ok with the 30 foot wide roadway vs. the current 38 foot wide roadway. The County Commission will need to decide this.

Donnie

Sent from my iPhone

On Jan 10, 2017, at 11:56 AM, Jeff Fennell <JFennell@gmcnetwork.com> wrote:

If everyone is OK with making the cul-de-sac a temporary gravel cul-de-sac (like the one currently at the end of the main Industrial Boulevard), that will cut our shortfall in half. If we make that change, it looks like we can get inside the current budget if we go with a 30 ft wide roadway (with curb & gutter). This would be 8 feet narrower than the 38 ft wide roadway we proposed. We may determine that we can

get a little more width once we have more solid information to base our estimates on but for now this is what it looks like we can get with the current IA budget.

Jeff Fennell PE
Transportation Engineering

Tel 334.271.3200
Fax 334.272.1566
Direct 334.387.0772

Jeff.Fennell@gmcnetwork.com
2660 EastChase Lane
Suite 200
Montgomery, AL 36117

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

From: Donald Mims [<mailto:DonaldMims@mc-ala.org>]
Sent: Tuesday, January 10, 2017 8:34 AM
To: David Reed
Cc: James Kelley; Florence Cauthen; Bobby Kemp; Jeff Fennell; George Speake
Subject: Re: Revised Contract regarding Industrial Access Road - Project Rumba

David,

Will the new road be designed and built to the current industrial park standards?
Sent from my iPhone

On Jan 10, 2017, at 8:15 AM, George Speake <GeorgeSpeake@mc-ala.org> wrote:

Donnie:
Revised agreement looks okay to me.
Thanks,
George C. Speake, P.E., P.L.S.
Montgomery County Engineer
P.O. Box 1667
Montgomery, AL 36102-1667
Email: georgespeake@mc-ala.org
Telephone: (334) 832-2551

From: Donald Mims
Sent: Tuesday, January 10, 2017 12:18 AM
To: George Speake
Cc: David Reed; George Speake; James Kelley; Florence Cauthen; Bobby Kemp;
JFennell@gmcnetwork.com
Subject: Revised Contract regarding Industrial Access Road - Project Rumba

George,
Is the revised contract acceptable to you? Any changes?

Sent from my iPhone

MONTGOMERY
AREA CHAMBER OF COMMERCE

January 4, 2017

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

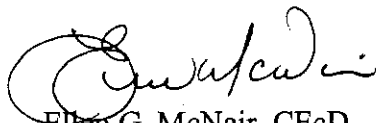
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Tuesday January 17, 2017 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE River REGION.

19-1

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
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TDD: 334.265.3568
WWW.MC-ALA.ORG

January 12, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Truckworx Kenworth Sales Tax Rebate Payment

On August 18, 2014, the County Commission adopted a Resolution authorizing the execution of the attached Project Agreement with Truckworx Kenworth. The Project Agreement contained under Article II-Incentives (**Page 4**), paragraph 2.1 Tax Abatements, 2.2 Other Tax Incentives and 2.3 Payment of the Incentives (copy attached).

Based upon these provisions, the County Commission is to remit \$14,055.36 for the period October 1, 2015-September 30, 2016. The non-educational sales tax received in this period from Truckworx Kenworth was \$29,143.95.

I will keep you informed regarding future payments of tax incentives.

DLM/tn

Attachment

Month	City			Gen SU ST	County			
	Auto	Gen CU	Mach		Auto	Gen CU	Mach	Gen SU ST
Oct	\$371.07	\$0.00	\$56.89	\$4,246.36	\$826.22	\$0.00	\$7.08	\$3,143.64
Nov	0.00	0.00	21.97	3,693.87	0.00	0.00	4.01	2,673.20
Dec	1,087.67	0.00	24.83	4,916.50	358.47	0.00	4.68	3,658.08
Jan	0.00	4.57	81.52	3,603.89	72.60	3.27	15.51	2,612.87
Feb	0.00	0.67	246.48	5,134.66	0.00	0.48	46.88	3,777.75
Mar	0.00	0.00	63.91	5,955.61	0.00	0.00	0.18	4,395.85
Apr	2,934.94	0.00	8.87	6,443.27	782.38	0.00	1.69	4,608.96
May	0.00	1.83	32.80	4,903.07	514.69	1.31	6.25	3,617.47
Jun	795.81	34.78	72.71	6,107.61	211.97	24.84	13.83	5,027.61
Jul	1,888.50	0.00	20.78	4,792.71	500.00	0.00	3.24	3,417.45
Aug	0.00	133.50	80.76	6,496.30	0.00	95.36	15.18	4,746.12
Sep	0.00	19.23	1,135.62	9,118.08	215.01	13.73	0.00	3,151.78
Total	\$7,077.99	\$194.58	\$1,847.14	\$65,411.93	\$3,481.34	\$138.99	\$118.53	\$44,830.78

Total City Tax Receipts	\$74,531.64	Total County Tax Receipts	\$48,569.64
		Less: Education sales tax	-\$19,425.69
			\$29,143.95

50% of City Taxes	\$37,265.82	50% of County Taxes	\$14,571.98
--------------------------	--------------------	----------------------------	--------------------

Total Tax Receipts	\$103,675.59
---------------------------	---------------------

50% of Total Tax Receipts	\$51,837.80
----------------------------------	--------------------

Total Rebate (cap of \$50,000)	\$50,000.00
---------------------------------------	--------------------

City Portion (pro-rata to tax receipts) ((City Tax Receipts/Total Tax Receipts)*Total Rebate)	\$35,944.64
---	--------------------

County Portion (pro-rata to tax receipts) ((County Tax Receipts/Total Tax Receipts)*Total Rebate)	\$14,055.36
---	--------------------

Tammy Nix

From: Clinton D. Graves <cgraves@gilpingivhan.com>
Sent: Monday, January 09, 2017 10:04 AM
To: Donald Mims; Crabb, Barry O.
Cc: Sherrill Thomas; Florence Cauthen; Bonnie Hinson; Robert E.L. Gilpin
Subject: RE: Truckworx Kenworth Sales Tax Rebate Calculation
Attachments: Truckworx - Sales Tax Rebate Schedule (00978994x9D9C7).xlsx; Truckworx Kenworth - Sales Tax Abatement 2016 (00976912x9D9C7).pdf

Donnie and Barry,

Attached is a revised schedule Sales Tax Rebate Schedule with backs out the County's 1% education sales tax. As a result, the County's portion of the rebate was reduced by \$5,672.15 and the City's portion was increased by the same amount.

Please let me know if you have any questions or comments regarding the schedule or the rebates in general. The federal id# for the company should be the same as on file, so no W9 should be necessary.

Thanks,

Clint

Clinton D. Graves
Gilpin Givhan, PC
Lakeview Center, Suite 300
2660 EastChase Lane
Montgomery, Alabama 36117
Telephone: (334) 244-1111
Direct Dial (334) 409-2232
Fax: (334) 244-1969
E-mail: cgraves@gilpingivhan.com
Web: www.gilpingivhan.com



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A PROFESSIONAL CORPORATION

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From: Clinton D. Graves
Sent: Wednesday, December 28, 2016 3:06 PM
To: 'Donald Mims' <DonaldMims@mc-ala.org>; 'Crabb, Barry O.' <bcrabb@montgomeryal.gov>
Cc: 'Sherrill Thomas' <SherrillThomas@mc-ala.org>; 'florencecauthen@mc-ala.org' <florencecauthen@mc-ala.org>

20-3

Bonnie Hinson <bhinson@gilpingivhan.com>; Robert E.L. Gilpin <rgilpin@gilpingivhan.com>

Subject: Truckworx Kenworth Sales Tax Rebate Calculation

Donnie and Barry,

Pursuant to our separate conversations, attached is a schedule detailing the calculation of the sales tax rebate payment to be made to Truckworx pursuant to the Project Agreement by and among RLM Property Group of Montgomery, LLC d/b/a Truckworx Kenworth, the City and the County, a copy of which is attached to this email with accompanying tax reports for the 2016 fiscal year.

In summary, pursuant to the tax reports which should be verified by the City and County, Truckworx paid \$123,101.28 in sales and use taxes, of which \$74,531.64 was attributable to City taxes and \$48,569.64 to County taxes. The Project Agreement provides a rebate to Truckworx in the amount of 50% of all non-educational local sales and use taxes paid, not to exceed \$50,000.00. For the initial year, Truckworx is guaranteed \$50,000.00.

For fiscal year 2016, 50% of the City and County taxes totaled \$61,550.64 resulting in a total rebate payment of \$50,000.00 as a result of the cap on the rebate. As such, the rebates for the City and County are calculated on a pro-rata basis based upon City and County Tax Receipts to Total Receipts. This calculation is set forth in the attached schedule and results in rebate payments for the fiscal year 2016 of \$30,272.49 for City taxes and \$19,727.51 for County taxes. Pursuant to Section 2.3, these payments are to be tendered within 30 days of receipt of the Sales & Tax Reports from Truckworx, which, based upon the date of the attached letter from Truckworx, would likely be the middle of January for both the City and County.

Please let me know if you have any further questions regarding this matter.

Thanks,

Clint

Clinton D. Graves
Gilpin Givhan, PC
Lakeview Center, Suite 300
2660 EastChase Lane
Montgomery, Alabama 36117
Telephone: (334) 244-1111
Direct Dial (334) 409-2232
Fax: (334) 244-1969
E-mail: cgraves@gilpingivhan.com
Web: www.gilpingivhan.com



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PROJECT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

**RLM PROPERTIES GROUP OF MONTGOMERY, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY,
d/b/a TRUCKWORX KENWORTH**

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this "Agreement") is hereby made and entered into this 18 day of August, 2014, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **RLM PROPERTIES GROUP OF MONTGOMERY, LLC**, an Alabama limited liability company **d/b/a TRUCKWORX KENWORTH**, and its affiliates (the "Company"). The Company, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties." The City and the County are hereinafter sometimes collectively referred to as the "Local Governments."

RECITALS

WHEREAS, the Local Governments support and encourage business and industrial development within Alabama; and

WHEREAS, the Company intends to construct and operate a distribution, truck/trailer sales, parts and service facility to be located within the corporate limits of the City (the "Project") near the facility located at 3401 Industrial Drive, Montgomery, Alabama 36108 (the "Project Site"); and

WHEREAS, the Local Governments have determined that development of this Project is in their best interests and that the purposes hereof serve valid and sufficient public purposes, including but not limited to (i) expansion and enhancement of the economic and tax base, thereby providing additional revenues for schools, municipal services, and other public needs; (ii) increased employment opportunities; (iii) promotion of distribution and retail and commercial activity; and (iv) the provision of jobs; and

WHEREAS, the Company commits that the Project will represent a capital investment in land (with land valued at \$900,000), buildings, equipment, fixtures, inventory and improvements, for an approximate aggregate projected capital investment of Four Million Dollars (\$4,000,000) ("Capital Commitment"); and

WHEREAS, the Local Governments are desirous of having the Company undertake said Project within the corporate limits of the City; and

WHEREAS, Amendment No. 713 and Amendment No. 772 to the Constitution of Alabama (1901) authorize the County and the City to lend its credit to or grant public funds and things of value in aid of or to any company or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the Local Governments have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Company's decision to locate and operate the Project within the corporate limits of the City.

AGREEMENT

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless defined elsewhere in this Agreement, the terms defined in this Article I shall have the meanings specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms defined herein.

"**Abateable Taxes**" shall mean all of the taxes and fees abateable pursuant to the Abatement Law.

"**Abatement Law**" shall mean the provisions of §40-9B-1 et seq., Code of Alabama (1975), as amended, and Alabama Department of Revenue Regulations §§810-6-4.22 and 810.4-3.01 through .06.

"**Affiliate**" shall mean, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the shares of the controlled company, or with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"**Agreement**" shall mean this Project Agreement.

"**City**" shall have the meaning set forth in the preamble to this Agreement.

"**Company**" shall have the meaning set forth in the preamble to this Agreement.

"**Constitutional Authority**" shall mean Amendment No. 713 to the Constitution of Alabama (1901), and Amendment No. 772 to the Constitution of Alabama (1901).

"**Construction Completion Date**" shall mean the date upon which the construction of the Project is substantially completed so that the owner, tenant, or other person can occupy or utilize the improvement, or a designated portion thereof, for the use for which it is intended.

"Construction Related Sales Tax Schedule" shall mean the schedule of Construction Related Sales Taxes kept by the Company during the construction of the Project.

"Construction Related Sales Taxes" shall mean those non-educational sales, use and all other similar taxes incurred directly or indirectly by the Company in the construction of the Project.

"County" shall have the meaning set forth in the preamble to this Agreement.

"Effective Date" shall mean the date upon which all of the Parties have executed this Agreement.

"Facility" shall mean the building and other improvements to be constructed pursuant to this Agreement.

"Fiscal Year" shall mean the twelve (12) month period beginning October 1st and ending September 30th.

"Local Excluded Taxes" shall mean the educational taxes levied by Montgomery County or the City of Montgomery. For convenience, the Local Excluded Taxes are described in Schedule A-1.

"Party" shall have the meaning set forth in the preamble to this Agreement.

"Parties" shall have the meaning set forth in the preamble to this Agreement.

"Permits" shall mean any permit, license, order, approval or authorization issued under any law.

"Person" shall mean all natural persons, trusts, associations, companies, partnerships, joint ventures and other entities and governments and agencies and political subdivisions.

"Project" shall mean the Facility, Project Improvements and the Project Site.

"Project Improvements" shall mean (i) all infrastructure necessary to serve the Project Site, including, but not limited to installation of water service, sewer service, electrical service, natural gas service, parking areas, loading and unloading areas, site preparation, sidewalks, landscaping, and access and on-site roads, as applicable, and (ii) all improvements necessary for a facility for the distribution of products, together with all related buildings and improvements necessary to be located on the Project Site and to be constructed under the terms of this Agreement, to include equipment and fixture, and all related design, Permits, engineering, and architectural expenses.

"Project Site" shall have the meaning set forth in the Recitals herein.

"Sales & Tax Report" shall mean the report of the gross sales and sales tax collections at the Project for each month of the Initial Term and any renewal Terms required by Section 2.3

of this Agreement. Such reports shall be delivered to the City and County no later than the twentieth of the month after the month for which such report is compiled.

"Term" shall have the meaning as set forth in Article IV.

1.2 Interpretation.

In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" including printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

ARTICLE II **INCENTIVES**

2.1 Tax Abatements. Except for the Local Excluded Taxes, the Local Governments hereby agree to abate, or cause to be abated by the Local Governments during the Abatement Period, all Abatable Taxes, to the maximum extent allowable under the Abatement Law, for the Project, Project Site and Project Improvements, including but without limitation the following: (i) State, County and local non-educational real estate and personal property ad valorem taxes with respect to the Project; (ii) State, County, and City, and any other local non-educational sales, use, excise, levy and all similar taxes on tangible personal property incorporated into the Project and any other tangible property eligible for abatement under applicable law; (iii) deed, mortgage, and all other similar recording taxes with respect to the Project whenever such taxes otherwise become due and payable; and (iv) all other abatable taxes or valuable taxes, fees, permits, assessments or charges. The Public Entities shall waive, or cause to be waived, any fees or costs related to the granting of such tax abatements. The period of tax abatement relating to the property taxes shall convene at the option of the Company upon the acquisition of the Project Site or at the time the Project Improvements are placed in service at the Facility. The Company agrees to file use tax reports and to pay the Local Excluded Taxes.

2.2 Other Tax Incentives. As an inducement for the Company to locate the Project within the corporate limits of the City, the Local Governments agree, pursuant to the Constitutional Authority, that beginning October 1, 2015, and ending September 30, 2025, they will provide the Company with a tax rebate in an amount equal to fifty percent (50.0%) of all non-educational Local Governments' sales, use and all other similar taxes on the sales and services generated by the Project, but not more than Fifty Thousand Dollars (\$50,000) per fiscal

year (the "Sales Tax Abatement Cap"). However, the incentive in the initial fiscal year of the aforesaid taxes shall be at least Fifty Thousand Dollars (\$50,000) in total.

2.3 Payment of the Incentives. The Company will furnish the County and City with a Sales & Tax Report for each Fiscal Year and shall pay the sales tax due on retail sales at the Project each Fiscal Year during the Term, beginning on December 15, 2016, and on December 15th of each year thereafter, with a final payment on December 15, 2025. Sales & Tax Reports, and the sales taxes due the County and City reflected in such reports, will be due by December 15th of each year, beginning on December 15, 2016, with the final report due on December 15, 2025. The County and City will tender the payment to the Company for the above rebates within thirty (30) days of the receipt of each Sales & Tax Report provided that the sales tax due the County and City reflected in such report has been paid to the respective Parties.

2.4 Assistance with Permits. The Local Governments agree, to the extent permitted by applicable law and with the cooperation of the Company:

(a) To do all things and take all actions necessary to assist the Company in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(b) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

ARTICLE III

REPRESENTATIONS; OBLIGATIONS; AND CONDITIONS PRECEDENT

3.1 Representations, Covenants and Warranties of the Company. The Company represents, covenants, and warrants to the Local Governments that:

(a) The Company desires for the Project to be located within the corporate limits of the City.

(b) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Company is in business in the State of Alabama.

Martin Luther King, Jr. Celebration
Sponsored by
Friends of the Theatre
With Dr. Tommie H. Stewart, Creative Director

I. NAME AND ADDRESS OF SPONSORING ORGANIZATION

- A. Friends of the Theatre
P.O. Box 6195
Montgomery, Alabama 36106
- B. Contact Person Name and Title
Dr. Tommie H. Stewart, Creative Director
Contact: Telephone 334.229.4184 or 334-717-9679
Fax: 334.229.7655 Email: tstewart@alasu.edu

II. PROJECT SIZE AND SCOPE

In today's troubled times, it is paramount that we teach our youth that where they come from does not dictate where they will end up and that everyone is important. Now more than ever the youth of today need exposure to the significance of Martin Luther King, Jr.'s "Beloved Community. On January 18, 2017 at 10 a.m. there will be a multi-cultural citywide celebration in honor of Dr. Martin Luther King, Jr. in tribute to this very ideal and we don't want Montgomery County students to miss it. When youth can relate to the impact of change, they become empowered to see themselves as agents of change and they come to appreciate the strides made in American history while understanding that it all started here in Montgomery, Alabama.

The theme for this 3rd annual event is "*A Message for the Future from the Keepers of the Dream.*" Sponsored by The Friends of the Theatre, Inc. (FOT) a non-profit 501(c)3 organization in partnership with Troy University and Alabama State University, the celebration will be held at the historic Davis Theatre. The creative components of the presentation will include:

Dramatizations-focusing on scenes to elevate the ideals of Dr. King

Dance-Used as an expressive technique to feel the power of the movement

Mass Choir-Unified voices of different race, color, faith, and creed

Historical Notes-Highlighting the achievement of citizens in our society

It is our goal to lay out the foundation for individual success. Audience feedback has provided us with information that indicates that exposure to creative events ignite a

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desire in our youth to make a positive difference while fostering appreciation of those events.

III. FUNDS REQUESTED

This is to request \$5,000 to provide support for this event.

IV. BACKGROUND INFORMATION

As the 3rd annual Martin Luther King, Jr. Citywide Celebration is approaching, this proposal is to seek the support of the Montgomery County Commission. The program began in 2015 when the Friends of the Theatre, with the help of Dr. Tommie H. Stewart decided to conduct a citywide non-denominational, multi-cultural celebration in honor of Dr. Martin Luther King, Jr. The theme, *A Message for the Future from Keepers of the Dream*, is at the heart of our program goals and has been the theme from day one. It guides program coordinators as they seek to provide a celebration that is inclusive of all nationalities, ages and genders. The performance for 2017 will be held Wednesday January 18, 2017 at 10 am and 6 pm at the Davis for the Performing Arts. The Friends of the Theatre are partnering with Alabama State University and Troy University.

The celebration utilizes members from the Montgomery community in a mass choir which will perform spirituals and contemporary music to underscore the life and teachings of Dr. King and his concept of the "Beloved Community". Through the teaching of tolerance, unity and peace the program presentation will be a positive and unifying force and represent Montgomery as a change agent for the world, as well as the State of Alabama.

V. PROJECT GOALS AND OBJECTIVES

- Expose area youth to significant changes in history
- To acquaint our youth to the relevance of the Beloved Community
- To present a united cultural front
- To enhance the value of achievements made by citizens of today
- To validate through demonstration the meaning behind secular music
- To engage the talents of our youth on behalf of our youth through a mainstage production
- To blend the beauty of the arts with history

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VI. COMMUNITY INVOLVEMENT

This is a community wide culturally diverse presentation with music, drama and dance in honor of Dr. Martin Luther King, Jr.'s birthday. The celebration utilizes members from the Montgomery community in a mass choir that performs spirituals and contemporary music to underscore the life and teachings of Dr. King and his concept of the "Beloved Community". Through the teaching of tolerance, unity and peace the community will come together to address where we should go from here.

This presentation offers a positive and unifying goal to foster the faith of a "Beloved Community." We have had cultures represented that resemble the fabric of Montgomery and the State of Alabama. Individuals of different ages, races, denominations, and gender have found meaning in either participating or attending the King Celebration.

VII. BUDGET SUMMARY

<i>CATEGORY</i>	<i>Grant Request</i>	<i>Actual Cost</i>	<i>In-Kind</i>
<i>Catering</i>	\$0.00	\$2,400.00	\$1,000.00
<i>Musicians</i>	\$0.00	\$1,400.00	\$1,400.00
<i>Printing</i>	\$0.00	\$1,830.00	\$0.00
<i>Videography/Duplication</i>	\$0.00	\$300.00	\$5,000.00
<i>Apparel and Materials</i>	\$0.00	\$4,000.00	\$1,000.00
<i>Sponsorship</i>	\$5,000.00	\$6,000.00	\$1,000.00
<i>Facilities</i>	\$0.00	\$1,981.00	\$10,000.00
<i>Production Staff</i>	\$0.00	\$0.00	\$8,000.00
<i>TOTAL</i>	\$5,000.00	\$17,911.00	\$27,400.00

The performing arts require a balance between imagination and creation. Simply having the space and desire is not enough. Although emphasis is placed on the audience's cognitive consciousness, the above-mentioned facets must be combined to create a production which not only entertains, it informs. The act of creation that takes place when an individual is performing is the focal point that this events uses to reach these students.

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Montgomery County Commission
Non-Profit Agency Funding Request



Name of Agency	New Heights For Youth
Website	watch27@bellsouth.net
Primary Physical Address with Zip Code	2736 Tremont Street; Montgomery, AL 36110
Executive Director's Name	Michael Thornton
Executive Director's Phone	Business: 334-328-0709 Cell: 334-328-0709
Year Organization Founded	2016
Agency Mission/Function	New Heights For Youth is a Christian nonprofit corporation that has as its goal decreasing and combating juvenile delinquency and making preventative efforts for at risk and underprivileged youth, and by extension, making the community in which they live a safer place for all its residents.
Event/Activity to be Funded	After-school Prevention Program and Intervention Program for juveniles in the court system
How will the funds be used?	Assist with additional staff and technology needs to facilitate programs
Amount Requested	\$150,000.00
Other Source(s) contacted for Funding and Amounts Requested and Received	\$32,064 "in kind" donations; \$200 in cash during the first four months (9/16-12/16)
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	No
Please provide all of the following documents for review by the Commission:	
Articles of Incorporation	Attached: ☒ Comments:
Signed Bylaws	☒
Board of Directors	☒ see article of incorporation
Most Recent Financial Statement	☒ see budget submission
Most Recent Audit, if available	☒ N/A
Current Budget	☒
Most Recent IRS Form 990	☐ It has not been submitted at this point
501(c)(3) Tax Exempt Status Letter	☒
Person Completing Form	Michael Thornton
Email address	watch27@bellsouth.net
Title	Executive Director
Date	1/9/17

Please return to the attention of Theresa LeGrady at 101 S. Lawrence Street, Montgomery, AL 36104 or by email to: TheresaLeGrady@mc-ala.org. If you have questions, please contact Theresa at 334-832-2555.

22-1



OFFICE OF THE MAYOR
Todd Strange, Mayor

Post Office Box 1771
Montgomery, Alabama
36101-1771

PH 334.625.2000
FX 334.625.2600

City of **Montgomery**, Alabama

December 1, 2016

Commissioner Elton Dean, Chair
Montgomery County Commission
c/o Mr. Donnie Mims
County Administrator
P.O. Box 1667
Montgomery, Alabama 36102

Dear Mr. Mims,

I am respectfully requesting the City and County enter into a \$15,000 professional services agreement with Maze Marshall as Montgomery ADA Compliance Coordinator for a period of six months with the option of renewal. Title II of the Americans with Disabilities Act (ADA) requires state and local governments to make their programs and services accessible to persons with disabilities. Mr. Marshall will evaluate our existing infrastructure and facilities to determine if we are complying with the ADA regulations.

City and local governments must ensure all people with disabilities can participate and benefit from their programs and services including physical access to its facilities and events.

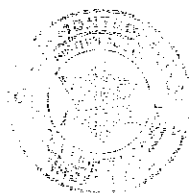
Mr. Marshall is qualified to perform the ADA services required under Title II. He is a graduate of the Southeast ADA Center of Training for ADA compliance. He also participated in programs designed to address Title II issues including EEOC Montgomery Center for Independent Living State Council events and other disability rights and education programs offered in Alabama.

We are seeking a 60/40 share of cost to engage Mr. Marshall. If you have further questions, do not hesitate to contact Steve Jones, Director of Montgomery General Services division at (334) 625-2004.

Thank you in advance for your cooperation.

Sincerely,

Todd Strange
Mayor



23-1

**Juliette Hampton Morgan
Renovation Project Projected Budget
2016-2017**

2016

COST	WORK TO BE PERFORMED	WHO
400,000 (\$250,000) *	ROOF DONE	CONTRACT by Maintenance
200,000 (90,000) *	Elevator HVAC: Being installed; expect completion January 2017	Contract via Maintenance
300,000 (\$550,000) *	HVAC Being installed; expect completion April 2017	Contract and Maintenance
30,000 (\$45,000) *	Tile work DONE	Contract via Maintenance

*\$935,000 (represents emergency work that had to be done immediately)
Does not include \$125,000 from FY 2015 budget spent of carpeting, upgrade to bathrooms and painting

2017

570,000	Selection & ordering of Furniture	Library Staff * (waiting on approval of available funds)
500,000	Computers & peripherals, etc.	Library IT & City IT Staff
10,000	Repair brick on McDonough Street side of building	Maintenance
50,000	Historical Statue/Mural outside of building	Local competition among local artists handled by Staff & Board
40,000	Landscape & redesign library parking lot and grounds	Either via Parks & Recreation or via contract with commercial landscaper
50,000	Message Boards and/or cork boards in strategic locations	Library Staff and Maintenance
50,000	Video recording camera system	Contract to commercial company
100,000	Noise retention walls for Children & Teen area; Opening up to areas outside formal building for Children, Teen and Adult	Maintenance Department Contract work
35,000	Wiring and Outlet upgrades	Maintenance

\$1,335,000

Library total projection is \$2,340,000

NOTES:

1. There is \$100,000 that is expected to be transferred from the Library Foundation
2. The Library has received a \$14,500 gift towards this project from Juliette Morgan's family
3. Library staff are pursuing other philanthropic contributions aside from the work of the Library Foundation.

OFFICE OF THE MAYOR
Todd Strange, Mayor

Post Office Box 1111
Montgomery, Alabama
36101-1111

PH 334.625.2000
FX 334.625.2600



City of **Montgomery, Alabama**

February 16, 2016

Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

Commissioners,

The Juliette Hampton Morgan Branch of the Montgomery City-County Public Library System last received major renovation work in 1989. Throughout the years there have been periodic touch-ups and enhancements, but a major restoration project has been long overdue. Once plans for the re-location of library services to Questplex were halted, the need to address conditions at the Morgan Branch became imperative.

The Library System's first task was replacing the worn carpet at Morgan. This was swiftly followed by repainting the building's interior. Volunteers from Maxwell and the Library's dedicated staff did yeoman's service to assist with the work. Both projects have had an immediate and profound impact on patrons and the staff. Now, the building's roof is being replaced and bathrooms are being remodeled.

During the remainder of this fiscal year and most of FY 2017, the Morgan Branch will undergo a thorough renovation that will allow it to become the "Library of the Future" and an asset to our community as it serves to meet the educational, cultural and social needs of our citizens.

Library Director Jaunita Owes has composed a comprehensive, but conservative budget of \$2.4-million for the total project. The plan will address the Library's technological, HVAC, furniture/fixtures and many other needs. We believe there are donations from the Questplex campaign totaling \$100,000 that may be available for the Morgan Branch. We propose the City and County split the remaining \$2.3-million, utilizing the 40/60 split traditionally applied to jointly funded projects. This would entail the City spending \$1.38-million during the 2016 and 2017 fiscal years (at \$690,000 per year) and the County spending \$920,000 over the same time span (at \$460,000 per year).

Perhaps it was former Library Board president Gary Burton who first referred to our library as the "People's University." The term speaks to the importance of this precious community resource. We are hopeful that you deem this project worthy of your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Strange".

Todd Strange
Mayor

24-3

UPCOMING BIDS/CONTRACT RENEWALS

<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>JAN</u>						
	53104-16B-005	Traffic Signage & Supplies	Engineering	Osburn Associates, Inc.	Jan 3, 2017	Jan 3, 2019
	53000-16B-006	Crushed Stone	Engineering	Dunn Construction Co., Inc.	Jan 3, 2017	Jan 3, 2019
<u>FEB</u>						
	51901-15B-014	Toner Cartridges	Support Service	The Office Pal	Feb 28, 2017	Feb 28, 2018
	51901-13B-038	Delivery- Election Equipment	Election Systems	Pro Movers & Storage		Feb 28, 2017
	59310-16P-002	Inspection and Evaluations of Elevators	County Commission	Dieter Consulting Services, Inc.	Feb 15, 2017	Feb 15, 2018
<u>APR</u>						
	51988-13B-033	Vending Machines	County Commission	Automatic Food Svc.		Apr 30, 2017
	52110-16B-007	Polo Shirts MCSO	Sheriff's Office	Ad-Wear Specialty of Texas, Inc.	Apr 3, 2017	Apr 3, 2019
	51965-16B-011	Computer Hardware	Information Systems	KCL, Inc.		Apr 30, 2019
<u>MAY</u>						
	52110-14B-007	Graphics & Letters Sheriff Vehicles	Sherriff Office	Signs Now		May 18, 2017

UPCOMING BIDS/CONTRACT RENEWALS

	51965-16B-019	Security Cameras	Information Systems	Graybar	May 8, 2017	May 8, 2019
<u>JUNE</u>						
	53000-15B-013	Plant Mix	Engineering	MidSouth Paving, Inc.	June 14, 2017	June 14, 2018
	51901-15B-023	Air Filters & Service	Support Service	Filter Service of	June 30,	June 30, 2018
	51901-15B-022 51901-15B-022	Garbage Collection Garbage Collection	Support Service Support Service	Advanced Disposal Sea Coast		June 30, 2018 June 30, 2018
<u>JULY</u>						
	52200-14B-008	Inmate Phone System	Detention Facility	Legacy		July 21, 2017
<u>AUG</u>						
	51100-13B-024	Pest Control Services	County Commission	Knox Pest Control	Aug, 2017	Aug 31, 2019
	51965-14B-014	Internet Services	Information Systems	TW Telecom of Alabama		Aug 31, 2017
	51901-16B-024	Montgomery County Parks Ground	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019
<u>SEPT</u>						
	51901-14B-022	Preventive Maintenance	Support Service	Climate Services		Sept 14, 2017
	52110-13B-027	Oil Service & Tire	Sheriff's Office	Stivers Ford	Sept 30, 2017	Sept 30, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	52601-16P-001	Manage and Operate Community Based Adolescent Alternative Program	Youth Facility	The Bridge, Inc.	Sept 30, 2016	
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC	September 7, 2018	Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast	September 30, 2017	Sept 30, 2019
<u>OCT</u>						
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Sea Coast Disposal	October 31, 2017	Oct 31, 2018
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		Oct 31, 2017
	52110-16B-038 52110-16B-038	Footwear Footwear	Sheriff's Office Sheriff's Office	Azars Gulf States Distributors	Oct 16, 2017 Oct 16, 2017	Oct 16, 2019 Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.	Oct 16, 2017	Oct 16, 2019
<u>NOV</u>						
	52110-14B-025	Sheriff's Uniforms	Sheriff's Office	Azar's Uniforms reassigned to Galls LLC		Feb 6, 2017
	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	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

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UPCOMING BIDS/CONTRACT RENEWALS

51901-16B-035	Uniform Rental	Support Service	Cintas Corporation	Nov 30, 2017	Nov 30, 2019
52200-16B-041	Inmate Food Service	Detention Facility	A'viands LLC	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, 2017	Nov 20, 2019
51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
<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

25-4

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2016 Collections	FY 2017 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	40,638	43,772	3,134	7.71%
NOVEMBER	40,673	40,230	(443)	-1.09%
DECEMBER	35,655	38,862	3,207	8.99%
JANUARY	40,131	37,116	(3,015)	-7.51%
FEBRUARY	39,769			
MARCH	35,100			
APRIL	47,475			
MAY	34,074			
JUNE	34,011			
JULY	44,820			
AUGUST	36,304			
SEPTEMBER	45,981			
TOTAL	474,632	159,980		
YTD Comparison	\$157,097	\$159,980	\$2,883	1.83%

MONTGOMERY COUNTY COMMISSION

SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,425,186	3,531,996	24,404	3,556,400	131,215	3.83%
NOVEMBER	3,472,817	3,442,102	0	3,442,102	(30,715)	-0.88%
DECEMBER	3,390,391	3,594,253	0	3,594,253	203,862	6.01%
JANUARY	4,247,132					
FEBRUARY	3,243,887					
MARCH	3,492,053					
APRIL	3,875,222					
MAY	3,643,376					
JUNE	3,547,818					
JULY	3,621,891					
AUGUST	3,470,126					
SEPTEMBER	3,511,821					
Year to Date	\$10,288,394	\$10,568,351	\$24,404	\$10,592,755	\$304,361	2.96%

Total YTD 2016	\$42,941,719	\$10,288,394
Total YTD 2015	\$42,229,243	\$10,267,769
Total YTD 2014	\$40,372,284	\$9,772,542

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MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,454,774	3,551,938	24,404	3,576,342	121,568	3.52%
NOVEMBER	3,487,542	3,488,406	0	3,488,406	864	0.02%
DECEMBER	3,428,685	3,656,532	0	3,656,532	227,848	6.65%
JANUARY	4,271,023					
FEBRUARY	3,299,077					
MARCH	3,533,310					
APRIL	3,912,864					
MAY	3,672,532					
JUNE	3,578,989					
JULY	3,815,430					
AUGUST	3,577,401					
SEPTEMBER	3,521,328					
Year to Date	\$10,371,000	\$10,696,876	\$24,404	\$10,721,280	\$350,280	3.38%

Total YTD 2016 **\$43,552,955**
Total YTD 2015 **\$43,026,884**
Total YTD 2014 **\$41,227,831**

\$10,371,000
\$10,468,613
\$9,943,017

27-2

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

EDUCATION SALES TAX

	FY 2016	FY 2017	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,286,368	2,334,564	48,195	2.11%
NOVEMBER	2,316,643	2,290,263	(26,380)	-1.14%
DECEMBER	2,261,187	2,420,203	159,016	7.03%
JANUARY	2,837,073			
FEBRUARY	2,181,311			
MARCH	2,322,353			
APRIL	2,576,678			
MAY	2,413,851			
JUNE	2,359,528			
JULY	2,527,504			
AUGUST	2,350,722			
SEPTEMBER	2,318,460			
Year to Date	\$6,864,198	\$7,045,030	\$180,832	2.63%

Total YTD 2016 \$28,751,678 \$6,864,198
 Total YTD 2015 \$28,371,485 \$6,922,041
 Total YTD 2014 \$27,221,676 \$6,545,632

GASOLINE TAX

	FY 2016	FY 2017	Increase (Decrease)	
	Collections	Collections	Amount	%
	132,886	137,536	4,650	3.50%
	137,400	137,661	261	0.19%
	126,037	132,410	6,373	5.06%
	134,503			
	118,284			
	136,621			
	139,244			
	135,717			
	141,152			
	136,209			
	140,874			
	143,894			
	\$396,323	\$407,607	\$11,284	2.85%

\$1,622,822 \$396,323
 \$1,613,839 \$382,931
 \$1,524,828 \$380,106

27-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016 FY 2017 Increase (Decrease)

MONTH DEPOSITED	FY 2016 Collections	FY 2017 Collections	Amount	%
OCTOBER	210,405	213,184	2,779	1.32%
NOVEMBER	228,351	231,791	3,440	1.51%
DECEMBER	202,331	211,662	9,331	4.61%
JANUARY	198,177			
FEBRUARY	195,375			
MARCH	221,142			
APRIL	251,652			
MAY	252,495			
JUNE	246,727			
JULY	245,469			
AUGUST	239,378			
SEPTEMBER	218,589			
Year to Date	\$641,086	\$656,637	\$15,550	2.43%

Total YTD 2016

\$2,710,090

Total YTD 2015

\$2,577,637

Total YTD 2014

\$2,276,971

27.4

\$641,086

\$605,090

\$391,841

Lodging Tax

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for December 2016

MONTGOMERY COUNTY
COMMISSION
2017 JAN -9 PM 9:47

Federal Prisoners Received	24
Federal Prisoner Carryovers from Previous Month	57
Total Federal Inmate Days	1794

State Inmates Received	294
State Inmate Carryovers from Previous Month	499
Total State Inmates in Facility this Month	793
Total Carryovers to Next Month	462
Total State Inmate Days	14,937

Total Inmates (State and Federal Combined)	874
Total Inmate Days (State and Federal Combined)	16,731

* Average Daily Population	<u>598</u>
----------------------------	------------

Total Days Billed to the State	14,937
Amount Charged to the State	\$ 26,139.75
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 26,488.50

Total Spent for Food this Month	\$54,096.12
Amount Over Allowance	\$53,747.37
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.62

28-1

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

December, 2016

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	505					505	\$ 883.75	\$ 11.25
2	490					490	\$ 857.50	\$ 11.25
3	486					486	\$ 850.50	\$ 11.25
4	493					493	\$ 862.75	\$ 11.25
5	496					496	\$ 868.00	\$ 11.25
6	508					508	\$ 889.00	\$ 11.25
7	516					516	\$ 903.00	\$ 11.25
8	514					514	\$ 899.50	\$ 11.25
9	491					491	\$ 859.25	\$ 11.25
10	495					495	\$ 866.25	\$ 11.25
11	495					495	\$ 866.25	\$ 11.25
12	494					494	\$ 864.50	\$ 11.25
13	492					492	\$ 861.00	\$ 11.25
14	493					493	\$ 862.75	\$ 11.25
15	488					488	\$ 854.00	\$ 11.25
16	475					475	\$ 831.25	\$ 11.25
17	474					474	\$ 829.50	\$ 11.25
18	477					477	\$ 834.75	\$ 11.25
19	475					475	\$ 831.25	\$ 11.25
20	479					479	\$ 838.25	\$ 11.25
21	479					479	\$ 838.25	\$ 11.25
22	468					468	\$ 819.00	\$ 11.25
23	461					461	\$ 806.75	\$ 11.25
24	458					458	\$ 801.50	\$ 11.25
25	459					459	\$ 803.25	\$ 11.25
26	459					459	\$ 803.25	\$ 11.25
27	460					460	\$ 805.00	\$ 11.25
28	463					463	\$ 810.25	\$ 11.25
29	466					466	\$ 815.50	\$ 11.25
30	464					464	\$ 812.00	\$ 11.25
31	464					464	\$ 812.00	\$ 11.25
Total	14937	0	0	0	0	14937	\$ 26,139.75	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 26,139.75

SSN: Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 26,488.50

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

MCC & Derrick Cunningham

Notary Public, personally appeared

Sheriff of said County, who being by me sworn,

makes oath that the within account for
that no part here of has been paid.

26488.50

Dollars is correct and

Sworn to and subscribe before me this

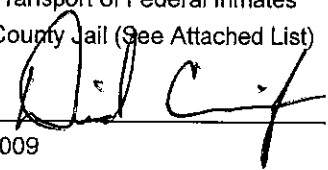
6th

day of

Sheriff Signature

Notary Public Signature

28-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #12-2016	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 01/04/2017		SCHEDULE NO. PAID BY USMS M/AL Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM _____ TO _____ WEIGHT _____		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN-TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
DEC Jail Bill 12/01/2016 to 12/31/2016	12/31/2016	Non-Medical Transport of Federal Inmates	1247	0.54	Mile	673.38
		Montgomery County Jail (See Attached List)	0	0.54		0.24
		Submitted by: 				
		IGA # 02-11-0009				
		COR: _____				
		PT-4AP-D02- -TRP-				
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						673.62
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR _____		EXCHANGE RATE _____		DIFFERENCES _____	
	BY 2 _____		= \$ _____ = \$1.00			
	TITLE _____				Amount verified; correct for payment	
					(Signature or Initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) 2 (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25302/2292 1561020XD H52 D02 HDT5001D						
P A I D B Y	CHECK NUMBER _____ ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER _____ ON (Name of bank)			
	CASH \$ _____	DATE _____	PAYEE 3 _____			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER _____ TITLE _____

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

28-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #12-2016	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 01/04/2017		SCHEDULE NO. PAID BY USMS M/AL Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM _____ TO _____ WEIGHT _____		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)
Dec Jail Bill 12/01/2016 to 12/31/2016	12/31/2016	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	1794	48 Day		86,112.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 86,112.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR _____ BY 2 _____ TITLE _____	EXCHANGE RATE = \$ _____ = \$1.00	DIFFERENCES _____ Amount verified; correct for payment (Signature or initials) _____		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) _____ (Authorized Certifying Officer) 2 _____ (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25801 1561020XD H52 D02 HDH5000D						
P A I D B Y	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
	CASH \$	DATE	PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER _____ TITLE _____

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

28-4

