

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2017

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Stanley Hill and seconded by Steve Turner to approve the minutes of March 6 & 15, 2017.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following claims

3/03/17	Check # 42633 – 42688	\$ 714,572.34
3/03/17	Check # 42689	\$ 6,322.25
3/10/17	Check # 42690 – 42790	\$ 600,172.46
3/16/17	Check # 42791	\$ 150,254.04
3/16/17	Check # 42792 – 42853	<u>\$ 255,950.14</u>
	TOTAL	\$1,727,271.23

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Stanley Hill to authorize Rita White, Emergency Management Agency Director, to sign the following Baron Threat Net License Agreement, in the amount of \$2,550.

(Will insert in minute book.)

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve a 2017 Chevrolet Silverado Pick-up Truck Lease for the Sheriff's Department for an annual rent of \$1.00: VIN # 1GC1KWEY5HF147973.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to sign the following State of Alabama Workforce Innovation and Opportunity Act Application for Local Workforce Development Designation and Chief Local Elected Officials Agreement.

Workforce Innovation and Opportunity Act Local Area Designation Policy

Purpose: To provide Local Elected Officials with the State's procedures for the submission of local area designation requests to the Alabama Department of Commerce, Workforce Development Division (WDD) acting on the behalf of the Governor.

Reference: The Workforce Innovation and Opportunity Act, Chapter 2-Local Provisions, Section 106, Local Workforce Development Areas.

Effective Date: This policy is in effect for Program Year 2015 implementation of the Workforce Innovation and Opportunity Act and subsequent redesignation.

Background: The Workforce Innovation and Opportunity Act requires the Governor to designate local workforce investment areas within the state through consultation with the State Board and after consultation with the chief elected officials and comments received through the public comment process as described in Section 102(b)(2)(E)(ii)(II). In making the designation of local areas, the Governor must give considerations, except for those local areas described in Section 106(b)(2), Initial Designation and 106(b)(3), Subsequent Designation, consisting of the extent to which the areas:

- are consistent with labor market areas in the State (Section 106(b)(1)(B)(i));
- are consistent with regional economic development areas in the State (Section 106(b)(1)(B)(ii)); and
- have available the Federal and non-Federal resources necessary to effectively administer activities under subtitle B and other applicable provisions of this Act, including whether the areas have the appropriate education and training providers such as institutions of higher education and area career and technical education schools (Section 106(b)(1)(B)(iii)).

Section 106 of the Act provides for three types of designation: (1) initial designation, (2) subsequent designation, and (3) designation on Recommendation of the State Board. The Governor shall approve requests for initial and subsequent designation submitted by chief elected officials, provided the area under consideration meets the applicable eligibility criteria. Under the third designation type, the Governor may choose to approve such requests from chief elected officials on Recommendation from the State Board.

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1. Initial Designation (Section 106(b)(2)): During the first two (2) full program years following the date of enactment of this Act, the Governor shall approve a request for initial designation as a local area from any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 for the two-year period preceding the date of enactment of this Act, performed successfully, and sustained fiscal integrity.
 - A. "The term "performed successfully," as defined in Training and Employment Guidance Letter (TEGL) Number 27-14, dated April 15, 2105 means "that the local area met or exceeded the levels of performance the Governor negotiated with the Local Board and chief elected official, and the local area has not failed any individual measure for the last two (2) consecutive program years before the enactment of WIOA. The terms "met or exceeded" and "failure" must be defined by the Governor in the State's policy consistent with how those terms were defined at the time the performance levels were negotiated. When designating local areas, the Governor may not retroactively apply any higher WIOA threshold to performance negotiated and achieved under WIA." (This means the same measure for two years in a row, not any measure in the two-year period.)
 - Exceeds - When the actual performance achieved against an individual performance measure is in excess of 100 percent of the negotiated level of performance for the measure (per TEGL 25-13).
 - Met - When the actual performance achieved against an individual performance measure falls in the range of 80 to 100 percent of the negotiated level of performance for the measure (per TEGL 25-13).
 - Fails - When the actual performance achieved against an individual performance measure is less than 80 percent of the negotiated level of performance (per TEGL 25-13).
 - B. "The term "sustained fiscal integrity", per Section 106(e)(2) as used with respect to a local area, means that the Secretary has not made a formal determination, during either of the last two (2) consecutive years preceding the determination regarding such integrity, that either the grant recipient or the administrative entity of the area misexpended funds provided under subtitle B (or, if applicable, Title I of the Workforce Investment Act of 1998 as in effect prior to the effective date of such subtitle B) due to willful disregard of the requirements of the provision involved, gross negligence, or failure to comply with accepted standards of administration."
2. Subsequent Designation (Section 106(b)(3)): After the period for which a local area is initially designated per Section 106(b)(2), the Governor shall approve a request for subsequent designation as a local area from such local area, if such area - performed successfully (Section 106(b)(3)(A)); sustained fiscal integrity (Section 106(b)(3)(B)); and in the case of a local area in a planning region, met the requirements described at Section 106(c)(1).
3. Duration and Subsequent Designation: An initial designation shall be for a period of not more than two full program years, after which the designation shall be extended, if requested and if the Governor determines that, during the

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designation period, the area:

- A. performed successfully;
- B. sustained fiscal integrity; and
- C. in the case of a local area in a planning region, met the requirements in Section 106 (c)(1) of the Act.

4. Designation on Recommendation of State Board and Approval of Governor:

Designation under this category is at the Governor's discretion. The Governor may approve (per Section 106 (b)(4)) a request for a local area designation from any unit of general local government or combination of such units if the State Board recommends to the Governor, taking into account the general considerations previously outlined under the "Background" of this policy, that such area should be so designated from applications submitted through the process described below:

Information on Applying Under the State Board Recommendation and Approval of the Governor (Item Number 4 Above)

Any unit of local government or a combination of such units requesting designation under this category per Section 106(b)(4) must at a minimum address the following as related to the proposed local workforce development area:

1. Name, title, and original signature of Chief Local Elected Official(s) representing the unit(s) of local government filing the petition for WIOA local workforce development area designation with the State Board.
Response: See the CLEO Agreement.
2. Specific indication of the geographic area (Alabama counties) to be served by the proposed local workforce development area.
Response: Lauderdale, Limestone, Madison, Jackson, Colbert, Franklin, Lawrence, Marion, Winston, Morgan, Cullman, Marshall, and DeKalb.
3. Identification of existing education and training providers, such as institutions of higher education and area career and technical education schools within the proposed local workforce development area. Additionally, indicate, for each identified local education agency, the counties primarily served by such agencies.

Response:

AL Agricultural & Mechanical University-Statewide

Athens State University Statewide

Bevill State Community College - Marion, and Winston Counties

J.F. Drake State Community & Technical College - Madison and Morgan Counties

John C Calhoun Community College - Lawrence, Limestone, Madison, & Morgan

Northeast Alabama Community College - DeKalb, Jackson, and Marshall Counties

Northwest Shoals Community College - Colbert, Franklin, Lauderdale, Lawrence, and Winston Counties

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Snead State Community College - Marshall County University of Alabama in Huntsville - Statewide
University of North Alabama - Statewide
Wallace State Community College - Cullman, Morgan, and Winston Counties

4. Indication that the proposed local workforce development area is consistent "with labor market areas" means the proposed local workforce development area will not "breakup" an existing labor market area.

Response:

The counties represented within this local workforce area matches the counties of the recently completed Region 1 Workforce Council which was designed to be consistent with the ten labor market areas of the geographic region.

5. Provide assurance that the existing and prospective career employment opportunities and educational/technical educational resources within the proposed local workforce development area will be enhanced.

Response:

In conjunction with the Regional (Governor's) Workforce Council the local board will identify in-demand industry sectors and/or occupations within the area to promote the delivery of work-relevant training by the postsecondary (2-year) colleges within the local workforce development area. The Board will work closely with both secondary and postsecondary education agencies in the local area to identify and develop career pathway training opportunities leading to employment opportunities available within the local area targeting either in-demand industry sectors or occupations.

6. Indication that public/private transportation resources and transportation arteries within the proposed local workforce development area are sufficient to accommodate the commuting requirements of individuals seeking to obtain educational/technical educational services assistance under the Workforce Innovation and Opportunity Act.

Response:

Public transportation is available only within the major urban centers within the local area, with very limited availability for individuals residing outside those areas. WIOA Youth providers typically provide either bus tokens or gas cards for participants of those programs. Individuals enrolled in a WIOA funded Individual Training Account (scholarship) are required to also apply for Pell grant funds which can be used by these students to pay transportation costs associated with commuting to training.

7. Indication of education leaders, business leaders, and local government officials prepared to actively participate in the conduct of local workforce development board administrative activities related to planning, execution, and management of

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activities within the proposed local workforce development area.

Response:

The Chief Elected Official in each of the counties located within the Area are in agreement with the establishment of the local WIOA Area and have signed this application. In addition, local educational entities are prepared to assist in the delivery of training services to assist the WIOA clients to obtain entry level employment in occupations in high demand within the area.

8. Indication of the administrative capacity of the proposed local workforce development area to adequately safeguard funds, which it may be awarded, and to conduct workforce development activities, pending the finalization of such designation.

Response:

The Alabama Department of Commerce Workforce Development Division will be the administrative entity for the North Alabama Works! Local Area. The Alabama Department of Commerce, Workforce Development Division has many decades of experience as administrative entity for federal workforce development grants such as the Comprehensive Employment Training Act (CETA), Job Training Partnership Act(JTPA), Workforce investment Act (WIA), and Workforce Innovation and Opportunity Act (WIOA).

9. Indication of the available Federal and non-Federal resources necessary to effectively administer activities under Subtitle B and other applicable provisions of the Act. Resources beyond the ten (10) percent allowed for administrative expenditures allotted to local areas.

Response:

The Workforce Development Division of the Alabama Department of Commerce has State of Alabama funding, as needed, to offset any shortages in WIOA Administrative (10%) Funds.

- 10.Indication that the proposed local workforce development area is "consistent with the regional economic development areas in the state."

Response:

The on-going formation of the seven local workforce areas matches the recently completed seven State Regional Workforce Councils which were designed to be consistent to economic development areas and commuting patterns. The North AlabamaWorks! Local Area directly aligns with the Region 1 Workforce Council.

- 11.The local area plans to adhere to the restriction on the local board not directly providing training services, or being certified as a One-Stop Operator. If plans

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include requesting a waiver or the necessary approvals to perform these functions, an outline is needed for the basis of making either request.

Response:

The local plan has not Yet been established. The local plan will be created once local area designation has been approved. It is not anticipated a waiver for the approval of the local board to provide training will be requested.

12. Any endorsements or opposing statements to this application from WIOA required partners or other interested parties.

Response:

All of the WIOA required partners are prepared to partner in the delivery of WIOA services through the Career Centers (One-Stops) within the local area. A Memorandum of Understanding (MOU) will be developed in compliance with requirements of the WIOA legislation, to include ALL partners located within the area.

13. Other information the applicant would like the State Board to consider.

Response:

The local area Board will work closely with the already established Regional Workforce Council to coordinate in the targeting and delivery of training to meet the needs of identified industry clusters and in-demand occupations which will meet the employment/hiring demands for local employers and industry clusters.

Duration

Duration is at the recommendation of the State Board and the discretion of the Governor. Initial designation under this category shall be for a period of not more than two years, which is consistent with other types of designation.

Assessment of the Application

Once a completed application is received, the State Board, in collaboration with the appropriate staff from the Workforce Development Division (WDD), will verify the information provided in the application. The State Board will use the results of this assessment to determine whether to recommend approval or denial of the application. The Local Chief Elected Official will be notified in writing regarding the approval or denial of its initial designation application. If denied, the Local Chief Elected Official may contest the decision using the appeal process below.

State Appeals Process

WIOA Section 106(b)(5) states that a unit of general local government (including a combination of such units) or grant recipient that requests but is not granted designation

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as a local area under WIOA Section 106(b)(2) (initial designation) or Section 106(b)(3) (subsequent designation) may submit an appeal to the State Board under an appeal process established in the State Plan, if the appeal does not result in such a designation, the appeal may be submitted to the Secretary of Labor. A decision by the State Board and Governor to deny a request from a unit of general local government or a combination of such units, that does not meet the criteria for initial designation, under Section 106(b)(2), or for subsequent designation, under Section 106(b)(3), e.g. a request to be designated per "Designation on Recommendation of State Board and Approval of Governor" per Section 106(b)(4), is not appealable.

- > Within ten working days of providing notice of their intent to file an appeal, the appellant must submit their rebuttal package stating the grounds for the appeal and state the reasons why the appellant should be initially designated via certified mail to the Alabama Department of Commerce, Workforce Development Division, State Workforce Development Board, Post Office Box 304103, Montgomery, Alabama 36130-4103. This rebuttal package should address all issues raised or questions asked by the State Board in rendering their decision and indicate if a formal hearing is requested. The appellant may be asked to provide additional information/documentation.
- > The WDD staff will work in conjunction with the State Board to expedite review of a designation appeal and to schedule a formal hearing, if requested, before the State Board. Efforts will be made by WDD staff to enable Board members to review the appeal informally, i.e., via e-mail or mail outs, or, if the situation warrants, the Board may be convened by the Governor in advance of a scheduled meeting date in order that the appeal might be heard.
- > The goal is for any appeal to be resolved within 30 days of the filing of such appeal with the Board, through the WDD (Alabama Department of Commerce).
- > If the appeal to the State Board does not result in designation, the appellant, if appealing an initial designation under WIOA Section 106(b)(2) or subsequent designation under Section 106(b)(3), may request review by the Secretary of Labor. An appeal to the Secretary must be submitted by the appellant or grant recipient no later than 30 days after receipt of written notification from the State Board that the appeal has been denied. Appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: Assistant Secretary, Employment and Training Administration. A copy of the appeal must be simultaneously provided to the State Board.
- > If the Secretary determines that the appellant was not accorded procedural rights under the appeal process established under the above section, or that the area meets the requirements for initial or subsequent designation in WIOA Section 106(b)(2) or 106(b)(3), the Secretary may require that the area be designated as a workforce development area. The Secretary must issue a written decision to the Governor.

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Regional Planning and Cooperation

Pursuant to Section 106(a) Regions - Before the second full program year after the date of enactment of the Act (July 22, 2014), in order for a State to receive an allotment under Section 127(b) or 132(b) and as part of the process for developing the State Plan, a State shall identify regions in the State after consultation with the local boards and chief elected officials in the local areas and consistent with the considerations described in Section 106(b)(1)(B).

Additionally, the State may require information sharing among local areas to improve their performance in the designated regions on local performance measures and to coordinate programs and activities under WIOA Title I. The State may also require regional coordination in service delivery.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Stanley Hill to approve the following agreement with Morell Engineering for construction engineering and inspection services for Project ACBRZ61858-ATRP(011) on Quinn Road over Beauchamp Creek. Total estimated cost CE&I Services is \$92,829.74.

**AGREEMENT
BETWEEN
LIMESTONE COUNTY COMMISSION
AND
MORELL ENGINEERING, INC.
STATE OF ALABAMA
ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
STATEWIDE**

**AGREEMENT
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

This AGREEMENT is made and entered into by and between the State of Alabama, acting by and through its Alabama Department of Transportation, (ALDOT), hereinafter referred to as the STATE, and Morell Engineering which is qualified to do business in the State of Alabama, and has its principal Alabama office at 711 East Hobbs Street, Athens, AL 35611, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the LIMESTONE COUNTY COMMISSION for the consideration hereinafter mentioned to provide on- call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the LIMESTONE COUNTY COMMISSION.

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NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the LIMESTONE COUNTY COMMISSION and shall ascertain the written practices of the LIMESTONE COUNTY COMMISSION prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the LIMESTONE COUNTY COMMISSION and Federal Highway Administration, where applicable, before CONSULTANT will be paid for said work.

“As a part of obligations of the CONSULTANT to the LIMESTONE COUNTY COMMISSION under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT”.

The CONSULTANT shall provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the LIMESTONE COUNTY COMMISSION.

This will be a specific rate of pay AGREEMENT for a two-year period. The CONSULTANT shall provide services, personnel and equipment as required by the LIMESTONE COUNTY COMMISSION.

ARTICLE I ■ SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services on-call on a statewide basis for the LIMESTONE COUNTY COMMISSION.

This will be a specific rate of pay AGREEMENT for a two-year period. The CONSULTANT will provide services, personnel and equipment as required by the LIMESTONE COUNTY COMMISSION. The work to be performed by the CONSULTANT will be as follows:

SECTION 1 ■ CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the LIMESTONE COUNTY COMMISSION.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the LIMESTONE COUNTY COMMISSION in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled.

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All services shall be performed in accordance with established standard procedures and practices of the LIMESTONE COUNTY COMMISSION. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the LIMESTONE COUNTY COMMISSION. The LIMESTONE COUNTY COMMISSION shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short-term basis (sickness, vacation, etc.), the LIMESTONE COUNTY COMMISSION shall provide the CONSULTANT two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the LIMESTONE COUNTY COMMISSION and the Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 DEFINITIONS:

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract. Project Manager, LIMESTONE COUNTY COMMISSION: Qualified individual assigned by the LIMESTONE COUNTY COMMISSION to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contracts) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contracts) to do construction work.
- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.
- J. Region/Area Engineer: Administrative head of ALDOT'S Region.
- K. District Manager: Administrative head of one of ALDOT'S Districts.
- L. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.
- M. State Design Engineer: Administrative head of ALDOT'S Design Bureau.
- N. Consultant: Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this AGREEMENT.
- O. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.
- P. Region/Area Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.
- Q. Consultant Design Engineer (when applicable): Consultant design engineer retained by ALDOT to design aforementioned project(s).
- R. Region/Area Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this AGREEMENT in ALDOT'S Region.
- S. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s)

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covered by this AGREEMENT.

- T. Area County Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.
- U. County Engineer: Administrative head of the County Engineering Department.
- V. City Engineer: Administrative head of the Mayor's Office/City Engineering Department.

4.0 ITEMS TO BE FURNISHED BY THE LIMESTONE COUNTY COMMISSION TO CONSULTANT:

A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via the Region/Area Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:

- 5 sets Construction Plans - Half scale
- 3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)
- 2 sets Standard Drawings
- 1 copy of Executed Contract

B. The CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to the LIMESTONE COUNTY COMMISSION.

C. The CONSULTANT shall provide all surveying equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. Document Compliance

The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to LIMESTONE COUNTY COMMISSION, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

1. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region/Area Construction Engineer. (Said manual is available on ALDOT'S website)

2. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)

3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region/Area Materials and Tests Engineer. (Said manual is available on ALDOT'S website)

4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)

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5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website)
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANT'S personnel.
8. The applicable Roadway and Traffic Design Standards.
9. The applicable Alabama Regulations for Control of Radiation Chapter 420-3- 26 Radiation Control as issued by the State of Alabama Health Department.
10. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
11. FHWA Manual on Uniform Traffic Control Devices.
12. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.
14. Copies of all applicable ASTM Standards.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to projects) shall be subject to review by the Region/Area Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the Region/Area Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the LIMESTONE COUNTY COMMISSION. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the LIMESTONE COUNTY COMMISSION shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the LIMESTONE COUNTY COMMISSION policies, plans, specifications and contract provisions. The LIMESTONE COUNTY COMMISSION shall have complete access, always, to project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the LIMESTONE COUNTY COMMISSION representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the LIMESTONE COUNTY COMMISSION'S recommendations. The LIMESTONE COUNTY COMMISSION'S remedial recommendations and the CONSULTANT'S actions are to properly documented by the Region/Area Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures

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reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the LIMESTONE COUNTY COMMISSION, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the LIMESTONE COUNTY COMMISSION, the Region/Area Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the Region/Area Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection:

The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The LIMESTONE COUNTY COMMISSION shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the ALDOT for inspections of construction projects are set out in the ALDOT Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the ALDOT's Testing Manual. The LIMESTONE COUNTY COMMISSION reserves the right to require additional sampling and testing.

The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as

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determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The ALDOT shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the ALDOT of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the ALDOT at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a laboratory other than the State laboratory shall be handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the LIMESTONE COUNTY COMMISSION to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the LIMESTONE COUNTY COMMISSION, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to the Region/Area Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.
3. Complete and maintain Project Diaries and Inspector's Daily Reports. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to the Region/Area Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the Region/Area Engineer when an interpretation involves

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complex issues or may have an impact on cost or quality of performing said work.

8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the Region/Area Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the Region/Area Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to the Region/Area Engineer of all project(s) related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said projects). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said projects) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon projects) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the Region/Area Engineer, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the LIMESTONE COUNTY COMMISSION in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the Region/Area Engineer for approval. Approval of the Region/Area Engineer must be obtained prior to initiating any change or extra work.

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10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the LIMESTONE COUNTY COMMISSION Project manager, shall negotiate prices with the Contractor and prepare and submit a recommendation to the Region/Area Engineer for approval. The Region/Area Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.

11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.

12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the Region/Area Construction Engineer. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall the analyze request and prepare a recommendation to the Region/Area Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the Region/Area Engineer on all delays. This recommendation is needed to justify a time extension.

14. The CONSULTANT shall prepare and submit to the Region/Area Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve the CONSULTANT, shall be signed and sealed by the CONSULTANT and the Region/Area Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.

15. At request of the LIMESTONE COUNTY COMMISSION, the CONSULTANT shall assist appropriate LIMESTONE COUNTY COMMISSION offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.

16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.

17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the LIMESTONE COUNTY COMMISSION'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.

18. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the Region/Area Engineer immediately.

19. Shop drawing/sample submittal and approvals shall be logged by the LIMESTONE COUNTY COMMISSION. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval.

The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the ALDOT's procedures.

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21. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the Region/Area Engineer of these inquiries.
24. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.1 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the LIMESTONE COUNTY COMMISSION to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the Region/Area Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the Region/Area Engineer prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the Region/Area Engineer.
- Certified Asphalt Technician Level I - Field Tester
- Certified Level II - Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector

(QCI) Job Description:

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This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the LIMESTONE COUNTY COMMISSION. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the District Manager's or the Region/Area Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer.

Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I - Field Tester
- Certified Level II - Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I - Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

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This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.

- Certified Asphalt Technician Level I - Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course

Certification Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

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- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line-constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

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This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The LIMESTONE COUNTY COMMISSION shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the Region/Area Engineer. An individual previously approved whose performance is later determined by the LIMESTONE COUNTY COMMISSION to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the Region/Area Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the Region/Area Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the Region/Area Engineer. If overtime is not held to a minimum, then SECTION 1,7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces

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from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the LIMESTONE COUNTY COMMISSION determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the ALDOT shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the LIMESTONE COUNTY COMMISSION and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The Region/Area Engineer shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the Region/Area Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the ALDOT in connection with said Projects).

12.1 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT shall, by written request from the LIMESTONE COUNTY COMMISSION, analyze the claim, prepare recommendation to the Region/Area Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the LIMESTONE COUNTY COMMISSION and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by Region/Area Engineer, assist appropriate LIMESTONE COUNTY COMMISSION Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by Region/Area Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the LIMESTONE COUNTY COMMISSION in any litigation or hearings in connection with said construction contracts).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives approved Purchase of Consultant Services for Construction Engineering and Inspection order (Form CPO - CE&I) from Region/Area Engineer. The CPO shall constitute Notice to Proceed from the LIMESTONE COUNTY COMMISSION. The maximum amount payable to the CONSULTANT for services on each on-call construction

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assignment shall not exceed the amount stated on said CPO. The length of services as herein established for each construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the LIMESTONE COUNTY COMMISSION of described services.

2. This AGREEMENT shall be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and signature of the Governor of Alabama, for a term of two years. Any requests for work by the LIMESTONE COUNTY COMMISSION, made prior to the end of the two-year term shall be covered by this AGREEMENT.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Region/Area requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Region.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the LIMESTONE COUNTY COMMISSION shall pay the CONSULTANT as follows:

- A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:
 - 1. Direct salary and wages - Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

CLASSIFICATION	HOURLY PAY RANGES
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00

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Instrument Person	\$13.00	to	\$23.00
Target Person	\$12.00	to	\$19.00
Administrative Assistant	\$10.00	to	\$19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.

3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 158.44 percent (for Fiscal Year Ending December 31,2016) shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.

4. For work performed out of LIMESTONE COUNTY COMMISSION provided facility, the CONSULTANT'S field office and labor additive rate of 108.32 percent (for Fiscal Year Ending December 31,2016) shall be applied to the direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. *The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage point per year during the life of this AGREEMENT.* (NOTE: For CONSULTANTS that have not provided cm audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)

5. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.

6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.

7. Any paid overtime shall require prior authorization from the Region/Area Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly overtime rate will be 1.5 times the billable rate.
- b. Hours worked on holidays observed in the Region/Area on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be one 1 times the billable rate.
- b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.

8. The maximum amount payable, to the CONSULTANT for work provided for under this

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AGREEMENT, shall not exceed Ninety-Two Thousand Eight Hundred Twenty-Nine and 74/100 Dollars (\$92,829.74) (15% CEI).

SECTION 2

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.

B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the LIMESTONE COUNTY COMMISSION may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the Region/Area Office for review, approval and forwarding to the STATE'S Bureau of Finance and Audits, External Audit Section located in Montgomery, Alabama, for payment.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

SECTION 3

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the LIMESTONE COUNTY COMMISSION of all claims and of any and all liability of the LIMESTONE COUNTY COMMISSION to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the LIMESTONE COUNTY COMMISSION.

SECTION 4

During the period of this AGREEMENT, the CONSULTANT shall not be employed and CONSULTANT'S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the LIMESTONE COUNTY COMMISSION.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the LIMESTONE COUNTY COMMISSION in effect at the time work is performed.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Exhibits A, C, D, E, F, G, H, H-I, I, K, L, M, N, X, Y and Z attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

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

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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 there from.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye Stanley Hill, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve the following agreement with Roadside, Inc. for consulting services to provide vegetation control, in the amount of \$8,000 annually.

AGREEMENT FOR CONSULTING SERVICES

This agreement entered this 20th day of March, 2017 between Limestone County, Alabama, a body corporate and politic, hereinafter referred to as the "County" and Roadside Inc., hereinafter referred to as the "Consultant".

Whereas, the County wishes to retain the Consultant to provide vegetation control consulting services for roadside rights of way, and the Consultant wishes to provide the same in accordance with the terms and conditions of this agreement;

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

The Agreement consists of this written agreement. The Consultant shall perform the following consulting services in accordance with this agreement.

SCOPE OF SERVICES

The scope of services is to provide consulting services to the County as outlined below:

- Provide application timings and chemical mixes to achieve desired outcome
- Provide quality assurance by evaluating each application
- Answer questions and discuss treatments via phone
- Provide a minimum of four (4) on site visits

PROJECT PERIOD

The Scope of Services shall be provided for a period of approximately 12 months, beginning the date the contract is executed and ending 365 days after execution.

FEE FOR ADDITIONAL CONSULTING SERVICES

The fee for the Consultant's services provided in the Scope of Services is an annual fee of eight thousand dollars (\$8,000), divided in twelve (12) monthly payments of \$666.66. Additional services and fees are as follows when authorized by the County in writing:

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Training a new driver: \$1,000 per day
Soil samples: \$500 per incident
Plant samples: \$1,200 per incident
Correction of mechanical issues as relates to spray components (in person): \$1,000 per day
Call out fee for spray complaint or issue: \$1,500 per incident

BILLINGS AND PAYMENTS

Payments are due and payable in full thirty (30) days from date of the invoice.
If the above terms are acceptable, please sign below for authorization for the proposed consulting services.

TERMINATION OF SERVICE

The County shall have the right at any time to terminate this Agreement by giving the Consultant ten (10) working day's written notice of its intent to terminate this Agreement, or any portion thereof. The County shall be obligated to pay the Consultant for all costs and services rendered by the Consultant up to the termination date.

Furthermore, the Consultant reserves the right to terminate this Agreement at any time. The Consultant shall give the County a ten (10) days written notice of its intent to terminate this Agreement or any portion thereof.

INDEMNITY

Consultant and County shall indemnify and hold harmless the other, their agents and employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions.

ADDITIONAL PROVISIONS

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 an agreement and shall be responsible for all damages resulting therefrom.

FOR THE COUNTY
Limestone County Alabama

WITNESS

BY _____
Title _____
Date _____

By _____
Title _____
Date _____

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FOR THE CONSULTANT
Roadside, Inc.

WITNESS

BY _____
Title _____
Date _____

By _____
Title _____
Date _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Stanley Hill to reappoint John Wayne King to the Mental Health Center of North Central Alabama, for a six-year term ending April 1, 2023.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

**ROUND CONCRETE PIPE
PICKED UP**

Bid Proposal No. 2608

April 1, 2017 – March 31, 2018

FOLEY PRODUCTS COMPANY

Size	Price Per Foot PICKED UP	24 Feet Price PICKED UP	Customer Installed Price		PRICE TO COVER OWNER SUPPLIED PIPE
			PER FOOT	24 FT.	FLAT FEE
12"	\$12.11	\$290.64	\$25.42	\$610.00	\$350.00
15"	\$11.09	\$266.16	\$25.83	\$620.00	\$350.00
18"	\$13.41	\$321.84	\$29.17	\$700.00	\$360.00
24"	\$19.94	\$478.56	\$37.50	\$900.00	\$400.00
30"	\$28.64	\$687.36	\$48.33	\$1,160.00	\$450.00
36"	\$37.53	\$900.72	\$58.33	\$1,400.00	\$480.00
42"	\$49.88	\$1,197.12	\$75.00	\$1,800.00	\$550.00
48"	\$65.10	\$1,562.40	\$95.83	\$2,300.00	\$650.00
54"	\$83.80	\$2,011.20	\$108.33	\$2,600.00	\$700.00
60"	\$106.84	\$2,564.16	\$129.17	\$3,100.00	\$750.00
72"	\$176.31	\$4,231.44	\$208.33	\$5,000.00	\$800.00

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**ROUND CONCRETE PIPE
DELIVERED**

Bid Proposal No. 2608
April 1, 2017 – March 31, 2018
Foley Products Company

Size	Price Per Foot	24 Feet Price
12"	\$12.43	\$298.32
15"	\$11.48	\$275.52
18"	\$13.88	\$333.12
24"	\$20.63	\$495.12
30"	\$29.63	\$711.12
36"	\$38.82	\$931.68
42"	\$51.54	\$1,236.96
48"	\$67.20	\$1,612.80
54"	\$86.42	\$2,074.08
60"	\$113.31	\$2,719.44
72"	\$186.39	\$4,473.36

**ARCHED CONCRETE PIPE
(Picked Up)**

Bid Proposal No. 2608
April 1, 2017 – March 31, 2018
Foley Products Company

Size	Price Per Foot	24 Feet Price	Customer Installed Price		Price to Cover Owner Supplied Pipe
			PER FOOT	24 FT.	FLAT FEE
15" (11x18)	\$16.50	\$396.00	\$33.33	\$800.00	\$350.00
18" (13x22)	\$19.80	\$475.20	\$37.50	\$900.00	\$350.00
24" (18x28)	\$28.05	\$673.20	\$50.00	\$1,200.00	\$350.00
30" (22x36)	\$39.77	\$954.48	\$62.50	\$1,500.00	\$400.00
36" (27x44)	\$54.57	\$1,309.68	\$75.83	\$1,820.00	\$450.00
42" (31x51)	\$72.28	\$1,734.72	\$100.00	\$2,400.00	\$500.00
48" (36x58)	\$92.88	\$2,229.12	\$125.00	\$3,000.00	\$600.00

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**ARCHED CONCRETE PIPE
DELIVERED**

Bid Proposal No. 2608

April 1, 2017 – March 31, 2018

Foley Products Company

Size	Price Per Foot	24 Feet Price
15" (11x18)	\$17.00	\$408.00
18" (13x22)	\$20.40	\$489.60
24" (18x28)	\$28.90	\$693.60
30" (22x36)	\$40.97	\$983.28
36" (27x44)	\$56.18	\$1,348.32
42" (31x51)	\$74.34	\$1,784.16
48" (36x58)	\$95.46	\$2,291.04

CRUSHED LIMESTONE

(Picked Up)

Bid Proposal No. 2609

April 1, 2017 – March 31, 2018

Rogers Group, Inc. - Tanner Quarry

Washed Paving Rock #5, #6, #7, #56, #57, #78, #89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$12.05/Ton	\$10.05/Ton	\$10.05/Ton	\$10.55/Ton	\$10.55/Ton	\$13.50/Ton	\$11.50/Ton

CRUSHED LIMESTONE

(Delivered)

Bid Proposal No. 2610

April 1, 2017 – March 31, 2018

Rogers Group, Inc. - Tanner Quarry

Washed Paving Rock #5, #6, #7, #56, #57, #78, #89	Crusher Run	Crushed Limestone Screenings	Pug Mix Type B	Surge Rock	Rip Rap Class 1 or 2	Block Material
\$16.30/Ton For all Districts	\$14.30/Ton	\$14.30/Ton	\$14.80/Ton	\$14.80/Ton	\$17.75/Ton	\$15.80/Ton

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**PLANT MIX
(Picked Up & Delivered)
Bid Proposal No. 2611**

April 1, 2017 – March 31, 2018

Note: Purchases should be based on jobsite location, travel distance to plant and type of mix being produced.

Reed Contracting Service, Inc.

	Picked Up Price	Delivered
Bituminous Concrete Binder Layer or Plant Mix Bituminous Base ALDOT Spec. Sections 327 or 424	\$46.00	\$57.50
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Limestone Aggregate	\$52.00	\$63.50
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Siliceous Aggregate	\$56.00	\$67.50

Midsouth Paving, Inc.

	Picked Up Price	Delivered
Bituminous Concrete Binder Layer or Plant Mix Bituminous Base ALDOT Spec. Sections 327 or 424	\$47.95	\$57.95
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Limestone Aggregate	\$55.85	\$65.85
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424	\$57.75	\$67.75

Joe Keenum Excavation & Construction, Inc.

	Picked Up Price	Delivered
Bituminous Concrete Binder Layer or Plant Mix Bituminous Base ALDOT Spec. Sections 327 or 424	\$56.00	\$64.00
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Limestone Aggregate	\$64.00	\$72.00
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424	\$64.00	\$72.00

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Bid Proposal No. 2611 continued:

Wiregrass Construction Co, Inc.

	Picked Up Price	Delivered
Bituminous Concrete Binder Layer or Plant Mix Bituminous Base ALDOT Spec. Sections 327 or 424	\$55.00	\$64.00
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424 Limestone Aggregate	\$65.00	\$74.00
Bituminous Concrete Plant Mix ALDOT Spec. Sections 424	\$67.00	\$76.00

**HIGH PERFORMANCE COLD MIX
IN 50 LB. BAGS**

Bid Proposal No. 2612

April 1, 2017 – March 31, 2018

**Advanced Asphalt Products, LLC
Jasper, AL**

PICKED UP – 50 lb. Bag	DELIVERED – 50 lb. Bag
\$12.80	\$14.80

**BACK UP VENDOR
Eagle Utilities & Vault Company
DELIVERED & PICKED UP**

PICKED UP – 50 lb. Bag	DELIVERED – 50 lb. Bag
\$14.90	\$15.45

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TRAFFIC STRIPING

Proposal No. 2613

April 1, 2017 – March 31, 2018

J. C. Cheek Contractors

Description	Cost
Permanent Traffic Stripe (4" Wide)	
<ul style="list-style-type: none"> • Broken Yellow (Class 1, Type A) \$240.00 per mile • Solid Yellow (Class 1, Type A) \$470.00 per mile • Solid White (Class 1, Type A) \$470.00 per mile • Broken White (Class 1, Type 1) \$240.00 per mile • Broken Yellow (Class 2T, Type A) \$900.00 per mile • Solid Yellow (Class 2T, Type A) \$1,800.00 per mile • Solid White (Class 2T, Type A) \$1,800.00 per mile • Broken White (Class 2T, Type A) \$900.00 per mile 	
Permanent Traffic Stripe (5" Wide)	
<ul style="list-style-type: none"> • Broken Yellow (Class 1, Type A) \$265.00 per mile • Solid Yellow (Class 1, Type A) \$490.00 per mile • Solid White (Class 1, Type A) \$490.00 per mile • Broken White (Class 1, Type A) \$265.00 per mile • Broken Yellow (Class 2T, Type A) \$950.00 per mile • Solid Yellow (Class 2T, Type A) \$1,850.00 per mile • Solid White (Class 2T, Type A) \$1,850.00 per mile • Broken White (Class 2T, Type A) \$950.00 per mile 	
Temporary Stripe (4" Wide)	
<ul style="list-style-type: none"> • Broken Yellow (Class 1, Type A) \$690.00 per mile • Solid Yellow (Class 1, Type A) \$740.00 per mile • Solid White (Class 1, Type A) \$740.00 per mile • Broken White (Class 1, Type A) \$690.00 per mile 	
Markings & Legends	
<ul style="list-style-type: none"> • Traffic Control Markings (Class 1, Type A) \$2.25 per square foot • Traffic Control Legends (Class 1, Type A) \$2.50 per square foot • Traffic Control Markings (Class 2, Type A) \$4.50 per square foot • Traffic Control Legends (Class 2, Type A) \$4.75 per square foot 	
Pavement Markers	
<ul style="list-style-type: none"> • Class A-H (All Types) \$5.00 each 	

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**LIQUID ASPHALT
(Picked Up & Delivered)
Bid Proposal No. 2614**

April 1, 2017 – March 31, 2018

Note: Ergon is the preferred vendor with Vulcan being the “back-up” bid if Ergon cannot supply the material when needed. There was no responsive bid for “tack material” picked up within 30 miles of Limestone County, and when needed, it is recommended that a price be negotiated with Wiregrass Contracting to purchase this material at their Trinity plant location.

Ergon Asphalt & Emulsion, Inc.

	Price Per Gallon
CR-2 Emulsion Delivered prices based on delivery of full transport quantities. Demurrage: 2 hours free; \$75/hr thereafter. Drop tanker @ \$250.00/mo if needed. If needed, pump charge @ \$75.00.	\$1.28 Picked Up \$1.39 Delivered
CRS-2p Emulsion	\$1.53 Picked Up \$1.64 Delivered
CRS-2 & CRS-2h Only	\$1.28 Picked Up

**Back-Up Vendor
Vulcan Asphalt
Location: Cordova, AL**

	Delivered Price Per Gallon
CR-2 Emulsion	\$1.30 Picked Up \$1.45 Delivered
CRS-2p Emulsion	\$1.80 Picked Up \$1.65 Delivered
CRS-2 & CRS-2h, CSS-1, CSS-1h, NTSS-1HM	NO BID

**“Tack Material” Vendor
Wiregrass Construction Co., Inc.**

	Delivered Price Per Gallon
CRS-2 & CRS-2h, CSS 1, CSS1h or NTSS 1HM or any or other approved Tack Coat Material	Negotiated Price

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**STEEL SLAG
Bid Proposal No. 2615
April 1, 2017 - March 31, 2018**

Stein, Inc.

1/2"x 0"	#899 (3/8"x 0")	3/4"x 3/8"	1" x 4" EAF	1" x 4" LRS Debris	1/2"x 0" LRS Fines
\$1.80 per ton	\$9.50 per ton	\$4.50 per ton	\$2.20 per ton	\$1.20 per ton	\$0.75 per ton

**CRUSHER RUN LIMESTONE
(Picked Up/Self Load)
Bid Proposal No. 2616
March 31, 2016 – March 31, 2017**

**Rogers Group, Inc.
Elkmont Quarry**

Crusher Run Limestone
\$5.25/Ton For all Districts

**HIGH PERFORMANCE ASPHALT COLD PATCH MATERIAL
Bid Proposal No. 2617
April 1, 2017 – March 31, 2018**

**ADVANCED ASPHALT PRODUCTS, LLC
DELIVERED & PICKED UP
Jasper Plant**

PICKED UP - BULK	DELIVERED - BULK
\$82.50/Ton	\$92.00/Ton
PICKED UP -50 LB. BAGS	DELIVERED – 50 LB. BAGS
\$12.80/Bag	\$14.80/Bag
PICKED UP - 5 GALLON PAILS	DELIVERED – 5 GALLON PAILS
\$13.80/Pail	\$15.80/Pail

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Note: Advanced Asphalt Products LLC is to be the primary vendor with Wiregrass Construction Co, Inc. as a “back-up” vendor if material is not available from Advanced Asphalt Products.

**BACK-UP VENDOR:
Bid Proposal No. 2617**

**WIREGRASS CONSTRUCTION CO, INC.
DELIVERED & PICKED UP
Trinity, AL**

PICKED UP - BULK	DELIVERED - BULK
\$85.00/Ton	\$94.00/Ton
PICKED UP -50LB. BAGS	DELIVERED – 50LB. BAGS
No bid	No bid
PICKED UP - 5 GAL. PAILS	DELIVERED – 5 GAL. PAILS
No bid	No bid

Proposal No.	Item	Awarded to	Amount
2618	Asphalt Plant Mix Laid in Place	Reed Contracting Services	\$444,038.90

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve Family Medical Leave for Vicky Marbery, beginning March 20, 2017 and ending April 3, 2017.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Jason Black to approve Family Medical Leave for Donna Mattox, beginning March 21, 2017 and ending May 9, 2017.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to transfer a 2003 Ford Explorer (Unit # 600-1) on GovDeals from the Engineering Dept. to District 3.

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to cancel GovDeals sell (approved January 3, 2017) of the following vehicle and transfer to District 3:

Transfer from	Transfer to	Item	Unit #
Engineering Dept.	District 3	2003 Ford Explorer	600-1

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to approve the following Change Orders for Phase III of the Courthouse renovation project; \$61,451.61.

- Garber Construction CO #8 Time & Material – Cost associated with temporary power during electrical shut down while city installed new transformer, additional wall repairs at first floor, repairs to existing entrance doors at first floor, repairs to existing doors at public restrooms not covered by construction documents, repairs and new hardware to 2nd floor entrance doors not covered by construction documents, and changes to finishes on first floor; **\$6,916.87**
- Garber Construction CO #9 Time & Material – install existing window in stair #1, additional wall repair on first floor, additional repair work on 2nd floor exterior doors, repairs to existing interior door where new hardware was added, additional new doors on first floor, moving and installing courtroom pews, added door hardware at to existing restroom doors, Courtroom doors and exit doors, additional paining and door staining; **\$12,738.32**
- Garber Construction CO #50 – for the reinstallation of the cabinet panels on cabinet pipe changes, panels had to be cut and refit around ne FCU's; **\$1,955.00**
- Garber Construction CO #51 - for the removal and replacing the existing storefront doors and glass at the west vestibule and the final part of the change order to replace the underground HVAC piping from the mechanical basement to building; **\$3,010.00**
- Garber Construction CO #52 – for the added hard tile in the west vestibule to cover up the cut up concrete floor caused by the replacement of the underground HVAC piping, also includes floor tile, new wood base trim and painting; **\$7,170.00**
- VEEP Electrical CO #13 – for the labor to install the new lights poles and lights at the sidewalk next to the streets and the installation of the wall wash lighting; **\$25,422.91**
- VEEP Electrical CO #23 – for the installation of additional 2'x2' light fixtures in the first-floor areas where the 2'x4' fixture would not work due to the lack of adequate space above the ceiling and interference with piping and duct above ceiling, and for the installation of additional emergency ballasts' in light fixtures as required by code; **\$4,238.41**

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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Stanley Hill to approve Servpro to perform mold remediation at the Limestone County Commission Office as outlined by the Terrell Technical Services, Inc. indoor environmental fungal assessment and remediation protocol; in the amount of \$34,375.28.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Stanley Hill, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve Water Works Plumbing Company to reinstall and repair portions of the Courthouse lawn irrigation system; in the amount of \$6,880 plus \$380 for wireless timer.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve to resurface Huntsville Brownsferry Road from Burgreen Road to Mooresville Road. This will be performed by using Limestone County's current annual bids and will be partially paid for by Limestone County Districts 2 and 3, the City of Madison, and the City of Huntsville.

- Total cost estimate is \$777,041.48.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Hill stated that litter has become a big issue on the road ways and encouraged everyone to do their part to keep Limestone County beautiful.

Commissioner Turner thanked the concerned residents for coming to the meeting and requested their patience while the County looks for answers to the blasting at the rock quarry near the intersection of Gray Road and Newby Road in District 2.

Commissioner Black informed the Commission that he and Commissioner Harrison have a meeting with ALDOT today at 1 p.m. about the litter problem on Highway 72 West.

Commissioner Harrison stated letters have been mailed to residents in District 4 about the Parker Road site drainage.

Chairman Yarbrough announced the Free Dump Day at Transfer Station, 16100 BFI Lane on March 25th from 7 a.m. until noon.

MINUTES, LIMESTONE COUNTY COMMISSION, MARCH 20, 2017

Recessed at 11:19 a.m. until 10:00 a.m. on Wednesday, March 29, 2017, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.