

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of September 21, 2020.

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

MOTION was made by Daryl Sammet and seconded by Jason Black to approve the following claims

9/18/20	Check # 58795 – 58846	\$ 311,452.64
9/25/20	Check # 58847 – 58930	\$1,021,161.55
9/25/20	Check # 58931 – 58932	\$ 519.58
9/30/20	Check # 58933 – 59074	<u>\$1,748,473.36</u>
	TOTAL	\$3,081,607.13

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 Transitional Administrator called the roll. Daryl Sammet, Jason Black, Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following agreement with Wisener, LLC as consultant for Project No. HSIP-4216(250) Intersection of Modification on East Limestone Road and Capshaw Road to install a roundabout; pending county attorney approval.

AGREEMENT

This Agreement made this 5th day of October, 2020, by and between Limestone County, Alabama (hereinafter referred to as the “County”) and Wisener, LLC (hereinafter referred to as the “Consultant”) (the “Agreement”) for Project No. HSIP- 4216(250) Intersection Modification on CR-109(East Limestone Road) and CR-36(Capshaw Road) to Install a Roundabout.

WITNESSETH

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

In consideration of the mutual covenants herein, it is agreed that the Consultant, in the preparation of items pertaining to projects submitted by the County to the Consultant, will meet the requirements for conformance with the Standards adopted by the Alabama Department of Transportation (“ALDOT”), and the County and will ascertain the written practices of the State and the County prior to beginning any work on any 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 will be subject to the review, approval and acceptance of the County, State and Federal Highway Administration, as necessary and applicable.

**ARTICLE I - SCOPE OF WORK
RIGHT-OF-WAY ACQUISITION - RIGHT-OF-WAY MAP, SKETCHES
AND DEED REVIEW, APPRAISAL, APPRAISAL REVIEW,
NEGOTIATIONS, RELOCATION AND LITIGATION**

The Consultant will perform right-of-way acquisition services as follows:

1. The Consultant shall comply with all applicable State and Federal Laws, Rules and Regulations pertaining to acquisition of private property for a public purpose.
2. The Consultant will review right-of-way maps, if required, for projects specified by the County to ensure the conformance with all applicable State and Federal Laws, Rules and Regulations and procedural requirements necessary to insure Federal and/or State participation in the cost of right-of-way acquisition.
3. The Consultant will review, if required, right-of-way plats and legal descriptions for projects specified by the County to insure their suitability for recording. Descriptions will be in fee simple forms supplied by the County for each affected property. For all permanent takings, Fee Simple title is to be acquired unless otherwise approved by the County and the ALDOT. The Consultant will review and/or prepare legal descriptions and plats to ensure their conformance with all applicable State and Federal Laws, Rules and Regulations and procedural requirements necessary to insure Federal and/or State participation in the cost of right-of-way acquisition.
4. The Consultant will have an appraisal made for each Tract, if required. If an independent fee appraiser is used, the fee paid to the appraiser by the Consultant will be approved by the County and by the ALDOT on a per tract basis. Appraisers will be required to submit appraisals on ALDOT forms and appraisals must conform to ALDOT and federal requirements, including but not limited to USPAP. The Consultant will forward three originals of the appraisal reports to the County, who will forward two originals to ALDOT. All appraisers must be State Certified appraisers and must be on the list of ALDOT approved appraisers. Final approval of all appraisals will be made by ALDOT. The Consultant will not release copies of the appraisals. Appraisal reports are working papers of the County and may not be released unless authorized in writing by the appraiser, the County and ALDOT, if necessary.
5. One level appraisal review will be performed by ALDOT.
6. The County will recommend approval of appraisal and approved amount. ALDOT will approve all offers to purchase right-of-way, if necessary. ALDOT will notify the County, and the County will notify the Consultant of approved amount for negotiation. The

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

County will provide necessary form for written offer to purchase right-of-way.

7. The Consultant will keep a log of contacts on the ALDOT Report. The Consultant's Report will contain detailed information concerning discussion of the effects of the project and offers made to the property owners. All approved amounts are considered final offers. Basis of any settlement amounts will be in accordance with ALDOT guidelines and will be recommended by the County and approved by ALDOT, if necessary. The Consultant cannot be the same person as the appraiser. However, the Consultant may make the relocation offer and deliver the notice.

8. Title work and closings will be performed by an attorney appointed by the County. All tracts will be purchased in Fee Simple by the County where possible; exceptions will be recommended by the County and approved by ALDOT, if necessary.

9. All condemnation work will be performed by an attorney appointed by the County. The Consultant will be responsible for providing all necessary paperwork to said attorney. The Consultant will assist, if required, said attorney in the Court proceedings.

10. The Consultant, in performance of the right-of-way services for map, plats and legal description review, negotiation, relocation assistance, appraisal review and other requested right-of-way services, has determined with the County that there may be a need for various levels of expertise. The County and the Consultant have agreed the fee for the performance of the above services shall be as shown in Article III.

11. Relocation assistance payments and services shall be made in accordance with all applicable State and Federal Laws, Rules, Regulations and procedures pertaining to acquisition of private property for public purposes.

12. If necessary, ALDOT shall make all determinations of eligibility for relocation and assistance and the extent of relocation assistance services to be provided to displaced persons on a case-by-case basis on the recommendations of the Consultant and the County.

13. The Consultant shall provide all relocation assistance services for the County as required by ALDOT, if necessary.

14. The County shall pay all relocation assistance based on the recommendations of the Consultant and subject to approval by ALDOT, if necessary. The Consultant shall deliver these payments to the owner.

15. The Consultant agrees no relocation assistance payment shall be delivered in person to a displaced person who computed such payment.

16. The Consultant shall make and maintain individual written records of all contacts with displaced persons on forms approved by ALDOT. The substance of each contact with the displaced person (or persons acting on behalf of the displaced person) such as personal contacts, telephone calls and/or attempted telephone calls and written correspondence shall be included in the contact report. The contact report shall be kept current at all times and must be available for review.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The Consultant agrees to start work on the professional services outlined under Article I of this Agreement within ten days after receipt of the written notice to proceed from the County. The County will not notify the Consultant to commence work until this Agreement has been formally approved by both parties, and the right-of-way appraisal, appraisal review, negotiation and relocation will not begin until the specified project right-of-way budget is authorized by the State, if such authorization is required.

2. Review of right-of-way maps, plats and legal descriptions will be completed within one week of receipt from the County.

3. Appraisal, appraisal review, negotiation and relocation will be completed as agreed between the Consultant and the County on a project-by-project basis.

4. In case the County deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the Scope of Work outlined in the Agreement, the time limits specified herein may be adjusted in accordance with Article IV.

ARTICLE III - PAYMENT

For services performed by the Consultant under this Agreement and as full and complete compensation thereof, including all expenditures made and all expenses incurred by the Consultant in connection with this Agreement, except as otherwise provided herein, subject to and in conformity with all provisions of this Agreement, the County will pay the Consultant as follows:

1. The maximum amount payable to the Consultant for the work performed under this Agreement shall not exceed Nine Thousand Fifty (\$35,650.00), Attachment 'A'.

2. The Consultant will bill the County according to work completed and subject to such evidence of performance, as the County may deem necessary.

ARTICLE IV- MISCELLANEOUS PROVISIONS

SECTION 4.1. CHANGES OF WORK. If, during the term of this Agreement, additional services are required of the Consultant other than those specified above or major changes in the work become necessary or desirable, the County may order, in writing, the Consultant to perform such services or make such services or make such changes. If the Consultant is of the opinion that the work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall, within ten days, notify the County, in writing, and receive approval from the County prior to performing such extra work. In the event, the County determines that such work does constitute extra work, additional time from date specified, according to Article II(2) and (3), will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

SECTION 4.2. OWNERSHIP OF DOCUMENTS. Upon completion of the work and the full payment for the services covered by this Agreement, the Consultant shall make available to the County all documents and data pertaining to the work or to the project(s), which material shall become the property of the County.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

SECTION 4.3. TERMINATION OR ABANDONMENT.

1. The County shall have the right to abandon this Agreement or amend its project(s) at any time, and such action shall in no event be deemed a breach of contract.

2. The County has the right to terminate this Agreement at its pleasure upon ten days' written notice and make settlement with the Consultant on an equitable basis. The value of the work performed by the Consultant prior to the termination of this Agreement shall be determined.

SECTION 4.4. CONTROVERSY. In any controversy concerning a question of fact in connection with the work covered by this Agreement, or compensation thereof, the decision of the County Engineer in the matter shall be final and conclusive for both parties.

SECTION 4.5. RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Consultant specifically agrees that it shall possess the experience, knowledge and character necessary to qualify it individually for the particular duties it performs. The Consultant, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the Consultant shall file with the County a certificate, if required, from its insurer showing the amount or insurance carried and the risk covered thereby or a copy of the required insurance policies.

Liability and Property Damage Liability Insurance	\$1,000,000
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IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives this 5th day of October, 2020.

WISENER, L.L.C.

Bradley Wisener, President

LIMESTONE COUNTY, ALABAMA

ATTEST:

Pam Carter

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, Ellen Morell, Notary Public in and for said County in said State hereby certify that Bradley Wisener, whose name as President of Wisener, LLC, is signed to the foregoing Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of this Agreement, he, as such officer and with full authority executed the same voluntarily.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

Given under my hand this 5th day of October 2020.

Notary Public

My Commission Expires: 11/6/2021

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

MOTION was made by Ben Harrison and seconded by Daryl Sammet to authorize the Chairman to execute the following agreement with Morell Engineering, Inc. to provide CE&I services on Project # HRRR-4220(250) – widening, leveling, resurfacing and traffic stripe on Easter Ferry Road north of Sulphur Creek through the curve.

**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.

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”.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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.

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 onsite 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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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 contract(s) by ALDOT to contracting firm(s).
 - H. Contractor: Contracting firm or its designated representatives awarded contract(s) 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) 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. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by ALDOT. Construction and Materials Management Software including CAMMS, Site Manager, Stormwater Tracking System and Concrete Management System will be used for contract administration on designated projects.
 - C. When determined by the Region/Area Engineer, the LIMESTONE COUNTY COMMISSION will furnish and maintain a Project Office at a location. The office will include shall meet all local, state and federal building codes and requirements and shall contain the following:

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

1. A minimum 600 square feet heated and cooled office space.
2. Floor space shall be divided into one restroom, one central work room and three private offices.
3. Heating, air conditioning and lighting.
4. Water cooler service (not bottled water).
5. Hot and cold water service.
6. If the office is a trailer, tie downs capable of withstanding winds up to hurricane force and trailer underpinning.
7. Garbage and trash disposal service.
8. Grass and weed control.
9. Parking spaces for a minimum of five (5) vehicles; graded for drainage and suitably surfaced with an all weather access road.
10. The LIMESTONE COUNTY COMMISSION shall provide janitorial service.
11. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
12. The minimum furniture shall be supplied as follows:
Per office - 1 desk, 3 chairs
Per work room - 1 plan table, 1 work table (drafting), 2 stools, 3 chairs, 1 water cooler dispenser, 1-4 drawer file cabinet, 10 feet of book shelving, 1 plan storage rack and appropriate fire extinguishers.
13. The LIMESTONE COUNTY COMMISSION shall provide computers, typewriters, calculators, etc. for LIMESTONE COUNTY COMMISSION personnel and one telephone for each office and work room. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties. All computers, tablet computers and smart phones provided by the CONSULTANT shall comply with the requirements listed in Article 1, Section 1, Paragraph 5.B.13 of this AGREEMENT.
14. The LIMESTONE COUNTY COMMISSION shall provide a facsimile machine and a copier for use by the LIMESTONE COUNTY COMMISSION and consultant personnel. The CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to the LIMESTONE COUNTY COMMISSION.
15. The LIMESTONE COUNTY COMMISSION shall provide testing equipment, photographic equipment, tapes, rulers, field books and other miscellaneous items necessary for satisfactory performance of work.
16. 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.
17. Routine items for operation of the office such as stamps, postal costs, utility service, etc., shall be supplied by the LIMESTONE COUNTY COMMISSION.

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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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)

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.

B. When requested by the LIMESTONE COUNTY COMMISSION, the CONSULTANT shall furnish and maintain a Project Office within project work limits, or other location approved by the Region/Area Engineer. The site of said office, size of office and accommodations shall have prior written approval by the Region/Area Engineer. The office shall meet all local, state and federal building codes and requirements and shall contain the following:

1. A minimum of 600 square feet heated and cooled office space.

2. Floor space shall be divided into two restrooms, one central office, and three private offices. One of the private offices, within same confines as the CONSULTANT, shall be suitably furnished and maintained as an office for use of the LIMESTONE COUNTY COMMISSION, if requested. This office space shall contain no less than 180 square feet. The minimum office equipment to be provided by the CONSULTANT for the LIMESTONE COUNTY COMMISSION office shall consist of one desk and complimentary

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING

- office chair; two conference room chairs; drawing table (4' x 6' minimum size); drafting stool; filing cabinets as needed and telephone service or as approved by the Region/Area Engineer.
3. Heating, air conditioning and lighting.
 4. Water cooler service (not bottled water).
 5. Hot and cold water service.
 6. One (1) fire extinguisher (Minimum size 10# CO₂) per 200 square feet of floor space.
 7. If the office is a trailer, tie-downs capable of withstanding winds up to hurricane force. (See NOTE in 603.1(a) about tie down strap requirements).
 8. Office trailer underpinning with materials approved by the Region/Area Engineer.
 9. Garbage and trash disposal service.
 10. Grass and weed control at office site to a maximum of three (3) inches in height by mowing for a distance of five (5) feet outside security fencing (if provided), or within boundaries as approved by the Region/Area Engineer.
 11. The CONSULTANT shall provide janitorial service.
 11. Parking spaces for a minimum of eight (8) vehicles, plus additional spaces for use by the CONSULTANT'S vehicles, graded for drainage and suitably surfaced, with an all weather access road.
 12. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
 13. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as, current ALDOT production versions of Bentley software. All CADD files are required to be completely compatible with the Department's current production versions of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phone for use in the field inspections and documentation, if required. The tablet computer and/or smart phone shall comply with at least current minimum ALDOT standards and have the access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network. The CONSULTANT shall also furnish such other shelter, storage and parking space as required by the Region/Area Engineer to effectively carry out the CONSULTANT'S responsibilities under this AGREEMENT. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the Region/Area Engineer, to accommodate the CONSULTANT'S project personnel.

Furniture and office equipment, supplied by the CONSULTANT, shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, facsimile machine, photo-copier, typewriters, telephones and other items determined by the Region/Area Engineer to be necessary in order to fulfill work under this AGREEMENT. The CONSULTANT shall provide all survey equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. Quantity and quality of the items require the Region/Area Engineer's approval. Equipment shall be either U.S. Customary or metric as directed by the Region/Area

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

Engineer.

Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., shall be supplied by the CONSULTANT.

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 project(s) 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, at all times, 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 be properly documented by the Region/Area Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures 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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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 LIMESTONE COUNTY COMMISSION for inspections of construction projects are set out in the LIMESTONE COUNTY COMMISSION'S 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 LIMESTONE COUNTY COMMISSION'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 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 LIMESTONE COUNTY COMMISSION 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 LIMESTONE COUNTY COMMISSION S of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the LIMESTONE COUNTY COMMISSION 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

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020 COMMISSION MEETING

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 as requested by the LIMESTONE COUNTY COMMISSION. 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 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 project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) 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.

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.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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 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.

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 LIMESTONE COUNTY COMMISSION 'S procedures.

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.

9.0 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:

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020 COMMISSION MEETING

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:

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

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020 COMMISSION MEETING

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:

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:

- 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.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020 COMMISSION MEETING

- **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:

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:

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020 COMMISSION MEETING

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 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 LIMESTONE COUNTY COMMISSION 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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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 LIMESTONE COUNTY COMMISSION in connection with said Project(s).

12.0 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 contract(s).

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 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.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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
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 170.22 percent (for Fiscal Year Ending December 31, 2017) 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 96.98 percent (for Fiscal Year Ending December 31, 2017) 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 an 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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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 AGREEMENT, shall not exceed Sixteen Thousand Four Hundred Sixty One & 84/dollars (\$16,461.84).

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

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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-1, 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 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.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

ATTEST:

MORELL ENGINEERING, INC

By: _____
(Affix Corporate Seal)

LIMESTONE COUNTY COMMISSION:

County Commission Chairman

The Chairman asked if there was any discussion. Commissioner Harrison inquired as to if there was an estimated time of when the work could commence. Marc Massey stated that the contract had not been approved but that it had been let. Marc Massey estimated that the notice to proceed would probably be given in four to six weeks and then they will have 15 days to begin the work after that notice is received. The Transitional Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2735	Gas & Diesel	W.H. Thomas Oil	\$0.30 Gallon Margin over Rack

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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

MOTION was made by Daryl Sammet and seconded by Jason Black to hire Kathy Sims as Part-time Van Driver for Council on Aging, pending drug screening.

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

MOTION was made by Daryl Sammet and seconded by Steve Turner to hire James Cook as Part-time Courthouse Security, pending drug screening.

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

MOTION was made by Jason Black and seconded by Steve Turner to approve to hire Justin Smith as Deputy Sheriff, pending drug screening.

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

MOTION was made by Ben Harrison and seconded by Steve Turner to promote Stefanie Little to Title Clerk in the License Commission Office.

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve to approve the following job descriptions and update the Staffing Plan:

- Administrative Assistant at Sheriff's Office
- Director of Community Relations and Grants

**Limestone County
JOB DESCRIPTION**

Job Title: **Administrative Assistant**

Department: Sheriff's Office

FLSA:

Grade: VI

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

Job Description Prepared: September 2020

Approved: October 5, 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Chief Clerk

Subordinate Staff: None

Other Internal Contacts: County Department Heads; Probate Judge; Revenue Commission

External Contacts: General Public; Alabama Law Enforcement Agency (ALEA); District Attorney; Attorneys; News Media; Legislative Personnel; Businesses and Industries; Other Sheriff's Departments and Law Enforcement Agencies; Circuit Court Clerk; Circuit and District Judges; County Board of Education; Alabama State Department of Revenue (AL-DOR); Bail Bonds Companies

Job Summary

Under the supervision of the Chief Clerk, the employee performs clerical and administrative duties related to the efficient operation of the Sheriff's office. Effective communications, utilizing a variety of methods, is a primary component of this job. Employee manages records related to court issued papers and enters information into departmental database. This employee handles payments and monetary transactions. This is a highly responsible job, with access to information that is considered to be confidential and protected. Employee also manages and carries out special projects as assigned by supervisor and administrators of the department.

Job Domains

A. Administrative Support for the Department

1. Provides administrative support and assistance to the department and to the leadership of the department.
2. Coordinates departmental calendars and activities with the Chief Clerk.
3. Utilizes a variety of standard and specialized office equipment to accomplish work responsibilities.
4. Adheres to established standard operating procedures.
5. Consults with the Chief Clerk for resolution of complex or challenging circumstances.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

6. Implements processes and initiatives as requested by departmental leadership.
7. Accepts monies and payments. Receipts all monies received. Enters the receipts into the appropriate accounts. Secures all monies received.
8. Assists with preparation and monitoring of the department budget and expenditures.

B. Communications and Public Relations

1. Represents the Department and the County in a positive and consistently positive manner.
2. Greets visitors and the general public to the Department; determines needs and requests.
3. Utilizes a multi-line phone system; transfers calls and accesses resources accurately and appropriately.
4. Maintains an accurate call log with contacts and dispensation.
5. Takes messages for the Command Staff; ensures accuracy and timeliness in the transfer of messages.
6. Maintains confidentiality and protects information.
7. Assesses for and recognizes emergency calls. Transfers emergency calls immediately according to training and established procedures.
8. Follows established protocol in all initial interactions with the visitors.
9. Responds to inquiries within defined parameters on matters such as:
 - a. The Sex Offender Registry
 - b. Defensive Driving applicants
 - c. Firearms training class applicants
 - d. Private property accident reports
 - e. Family members of inmates
 - f. Citizens needing to file a police report
 - g. Vendors and sales peoples
 - h. Representatives of other agencies, departments, and dignitaries
10. Assesses circumstances and prioritizes requests made by the public and visitors.
11. Participates in training programs and completes all required training.

C. Civil Process and Records Management

1. Receives all court issued papers for the Circuit Court Clerk's office and enters information into department database; drives to pick up papers.
2. Distributes all papers to appropriate division and personnel for service.
3. Develops and maintains internal system to accommodate mail notification of named respondents and to accomplish delivered or office service for all papers.
4. Oversees all written execution and delivery to named persons and ensures proper return to the court.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

5. Expedites service of dated materials and coordinates special service for the courts; coordinates special cases with Civil Process Server.
6. Receives all out-of-county and out-of-state papers and distributes for service; corresponds with issuing authority as required and ensures proper written execution and return.
7. Serves the various types of court issued papers in accordance with established procedures; provides general information to person receiving papers regarding their responsibility of response or action.
8. Makes written execution upon service of court issued papers including date of service, place of service, and person receiving process.
9. Testifies in court as custodian of records as required.
10. Locates and transfers records for the court; ensures confidentiality of internal business records and criminal histories per departmental procedure.
11. Coordinates service for levies and execution as directed; makes arrangements for temporary holding of property pending court disposition; makes required written return to the issuing authority describing seizure and condition of property.
12. Assists in preparation of evictions up operons or property as directed; makes arrangements for labor and transportation to accommodate physical removal of persons or property from premises; ensures written documentation, submitted to issuing authority, describing actions taken and condition of property.
13. Processes applications for state pistol licenses; conducts criminal history checks on applicants; approves and issues as required; maintains daily entries in database for all permits issued.
14. Processes all firearm license applications and permits issued by communications and reception personnel during afterhours operations; balances monies collected and makes deposits.
15. Performs and runs NCIC records and reports as requested by the Command Staff, following completion of training.
16. Processes all business records from communications division daily; files all complaint cards, civil process papers; radio logs, etc.

D. General Clerical

1. Greets visitors to the office providing assistance or information as needed; refers to appropriate office or individual.
2. Answers telephone and takes messages; provides assistance and information; routes call as needed.
3. Types letters, forms, memos, and reports from dictation or draft copy.
4. Assembles sensitive or confidential files and correspondence as required for the Sheriff and other supervisors.
5. Processes departmental incoming and outgoing mail.
6. Processes routine correspondence requests.
7. Schedules appointments and meetings for Sheriff and Chief Deputy.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

8. Assists all divisions and provides relief in the event of absence.
9. Assists with Chief Clerk duties during relief or absence.

E. Miscellaneous

1. Serves as the Sheriff's liaison to the Student Advisory Council involving representatives from all high schools within the county; plans monthly meetings and organizes visits to government offices; arranges and coordinates specific visits with officials; arranges other trips.
2. Serves as liaison to 154 election voting officials on behalf of the Sheriff; notifies individuals by mail of their selection; coordinates and schedules training for all officials; coordinates delivery of service stipend following issuance by the Commission Office; assists with vote tabulation and certification in the Probate Judge's Office for all election; updates voting officials mailing lists and appointments.
3. Sets up school or public tours of the Sheriff's Office; provides well informed descriptions of the various functions.
4. Attends department computer database and Criminal Intelligence System training as required.
5. Performs other related duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of County and departmental policies, procedures, and guidelines.
2. *Knowledge of state, county, and federal statutes and laws.
3. Knowledge of the laws related to service of criminal and civil papers.
4. Knowledge of the basic principles of management.
5. Knowledge of County filing system and procedures.
6. Knowledge of the court system and procedures for filing papers.
7. Verbal skills to effectively communicate with co-workers, elected officials, and the general public.
8. Computer skills to effectively create documents, enter budget information, and operate departmental software.
9. Reading skills to read, and understand, State acts, federal laws, and guidelines; ability to explain to the general public.
10. Writing skills to compose letters to citizens and other governmental agencies.
11. Math skills to accurately project departmental budgets.
12. Ability to prioritize work projects.
13. Ability to multi-task.
14. Ability to organize files and work projects.
15. Ability to work with little or no supervision.
16. Ability to address and solve problems of a basic and routine nature.
17. Ability to pay attention to detail when completing reports.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

18. Ability to work independently and exercise judgment to make prudent decisions.
19. Ability to drive throughout the County.

Minimum Qualifications

1. Possession of a high school diploma or GED.
2. At least two years' office experience; experience working in law enforcement administration is preferred.
3. Previous experience working for the County is preferred.
4. Ability to gain and maintain NCIC certification within a designated period of time.
5. Possession of a current and valid Alabama driver's license.
6. Ability to drive between County facilities and properties.
7. Ability to pass a pre-employment background check.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

**Limestone County
JOB DESCRIPTION**

Job Title: Director of Community Relations and Grants

Department: Community Relations

FLSA: Nonexempt

Grade: XI

Job Description Prepared: September 2020

Approved: October 5, 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Chairman

Subordinate Staff: None

Other Internal Contacts: County Administrator; Elected Officials, All County Departments and Department Heads

External Contacts: General Public; Association of County Commissions of Alabama (ACCA); CDBG Grant Writers; Various State Agencies; Legislative Contacts; Other Counties and Municipalities; City of Athens Officials; Funding Sources; Financial Institutions; Chamber of Commerce; TVA; Utilities Companies; Schools and Local Businesses; TARCOG; ADECA; Local Clubs and Organizations; Various Federal Agencies; ADOR; Media Sources

Job Summary

Under the administrative supervision of the County Commission Chairman, the employee performs grant seeking and grant administration functions for the County. Employee works with the Commission and Department Heads to determine funding needs, completes the application processes, and administers grants as required. Employee also provides support for related tax management functions. The employee also develops and coordinates provision of comprehensive communications, community relations, and public relations programs for the promotion of Limestone County and the Limestone County Commission. Communicates information to all County Departments and the public through the Office of the Chairman and Administration. Prepares and/or distributes marketing and public relations materials, promotional materials, press releases and reports, and community relations materials. Interacts with civic organizations, community groups and associations, and media outlets. Promotes a positive organizational image for building public confidence in the Limestone County Commission. Fields and solicits opinions and suggestions from citizens and agencies. Conducts research to determine best mediums and practices for promoting Limestone County. Maintains and edits county website. Works closely with all County departments.

Job Domains

A. Grant Applications

1. Consults with the various County departments and administrative personnel to determine funding needs.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

2. Collaborates with the County Commission regarding available grants, applications, and managing awards.
3. Researches funding agencies and available funding from each.
4. Maintains files with County demographic, financial, narrative information for use in grant applications; updates information routinely.
5. Searches for Requests for Proposals; determines if funding meets the County or department's needs.
6. Presents RFP to Commission for approval to continue; puts grant requirements and specifications before Commission to determine if funding will be accepted.

B. Grant Administration/Management

1. Attends grant compliance workshops for detailed instructions on grant procedures, limitations, and guidelines.
2. Receives regular reports from Department that receives grant.
3. Creates purchase orders as part of the administration of grant.
4. Submits regular periodic reports to granting agency.
5. Files and submits appropriate documents for reimbursement of funds from the granting agency.
6. Meets with the department receiving funding on a regular basis.
7. Completes yearly and close-out reports at the end of grant period.
8. Maintains budget and tracks expenditures of grant funds.
9. Coordinates with County Accountant to ensure proper financial reporting for open grants.

C. Communications and Marketing

1. Creates, implements, and maintains comprehensive community relations, public relations, and communications program for the County. Actively looks for opportunities to promote a positive County image.
2. Communicates the County's message and vision to citizens and organizations through preparation of newsletters, press releases, and other types of media. Generates press releases at the direction of the Chairman, the County Administrator, and/or the Commission.
3. Takes photographs and videos as needed for County Commission use as well as for distribution to media outlets such as the Athens News Courier, Decatur Daily, Huntsville Times, television stations, and the like.
4. Provides all media (newspapers, cable TV, radio, web site, etc.) with notices of upcoming projects, newsworthy events, advertising and any other such notices as directed.
5. Maintains a comprehensive press release policy, communicates the policy to departments, and monitors the policy for compliance. Responsible for developing and distributing publicity materials including notices, calendar events, photographs, and general news articles.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

6. Updates and maintains the County's website and social media sites as needed, to insure the quality and integrity of the website and social media sites content, and to evaluate the use and effectiveness of website and social media sites, including any such sites for individual departments and sites which may be regularly maintained by any County department. Assist the County's IT department in managing links between websites, social media sites, home pages, and in troubleshooting problems and inefficiencies.
7. Coordinates speaking engagements for the Chairman and prepares or assists with preparing presentations by the Chairman as needed.
8. Provides assistance to the Chairman on special projects including economic development, but not limited to, responding to complaints and inquiries and preparing letters to public officials and other parties.
9. Assist with publication of advertisements of bids as needed.
10. Works closely with various groups and organizations as directed to promote Limestone County.
11. Serves as a County representative at Emergency Management Association meeting and serve as EMA spokesperson for TVA Brownsferry Nuclear Plant disasters.
12. Researches best practices and mediums for promoting Limestone County.
13. Responds to e-mail inquiries as needed or directed.

D. Special Events Coordination

1. Attends special events such as groundbreakings, ribbon cuttings, dedications, trade shows, county-wide receptions, office tours, open houses, special recognition ceremonies, presentations of certificates, and other such events as needed, or from time to time required, and regardless of whether such events are attended by the Chairman or other members of the County Commission.
2. Implements program(s) as may be established by the Association of County Commissions of Alabama.

E. General Duties

1. Represents the County and the Commission in a consistently positive and professional manner.
2. Attends internal and external meetings. Drives throughout the County and out of town to attend conferences and workshops.
3. May make presentations to various groups as directed.
4. Serves on committees and task forces as assigned.
5. Promotes morale, teamwork, and cooperation across county departments and across shifts.
6. Performs other related duties as assigned.

Knowledge, Skills and Abilities
(* Can be acquired on the job)

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

1. *Knowledge of County rules, regulations, and policies.
2. *Knowledge of applicable federal, state, and local laws, regulations, codes, and ordinances.
3. *Knowledge of the functions and operational priorities of the County
4. Knowledge of computer spreadsheet applications.
5. Knowledge of the general principles of accounting.
6. Knowledge of grant seeking principles and procedures.
7. *Knowledge of County filing system and procedures.
8. Knowledge of the practical and theoretical application and management of grants and other funding sources.
9. Knowledge of principles of community relations and public relations.
10. Verbal skills to effectively communicate with co-workers, commission, the media, businesses, and the general public.
11. Skills to formulate and implement community/county-wide communication and public relation initiatives.
12. Computer skills to effectively create documents and enter budget information.
13. Writing skills to compose complex letters to citizens and other governmental agencies.
14. Reading skills to comprehend tax codes, instructions, and policy manuals.
15. Math skills to accurately project budgets of initiatives.
16. Ability to maintain confidentiality, and use discretion in communications.
17. Ability to utilize a variety of community and citizen engagement tools and methods.
18. Ability to prioritize work projects.
19. Ability to multi-task.
20. Ability to organize files and work projects.
21. Ability to work with little or no supervision.
22. Ability to pay attention to detail when completing reports.
23. Ability to work independently and exercise judgment to make prudent decisions.
24. Ability to drive through the County.

Minimum Qualifications

1. Possession of a bachelor's degree in business, public administration, public relations, or related field; or alternatively any combination of education and work experience.
2. A minimum of three years of professional work experience; research and writing experience.
3. Professional work experience in successfully generating and managing grants and other funding.
4. Professional work experience in successfully managing communications and public relations functions.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

5. Professional experience working with the general public; work with a governmental entity is preferred.
6. A combination of education, credentials, and professional experience which provides the individual with the knowledge, skills, and abilities to perform the essential functions of the job may be considered.
7. Ability to travel to attend various types of grant training, seminars, and workshops.
8. Possession of a current and valid driver's license.
9. Ability to success a pre-employment background check.

Work Environment

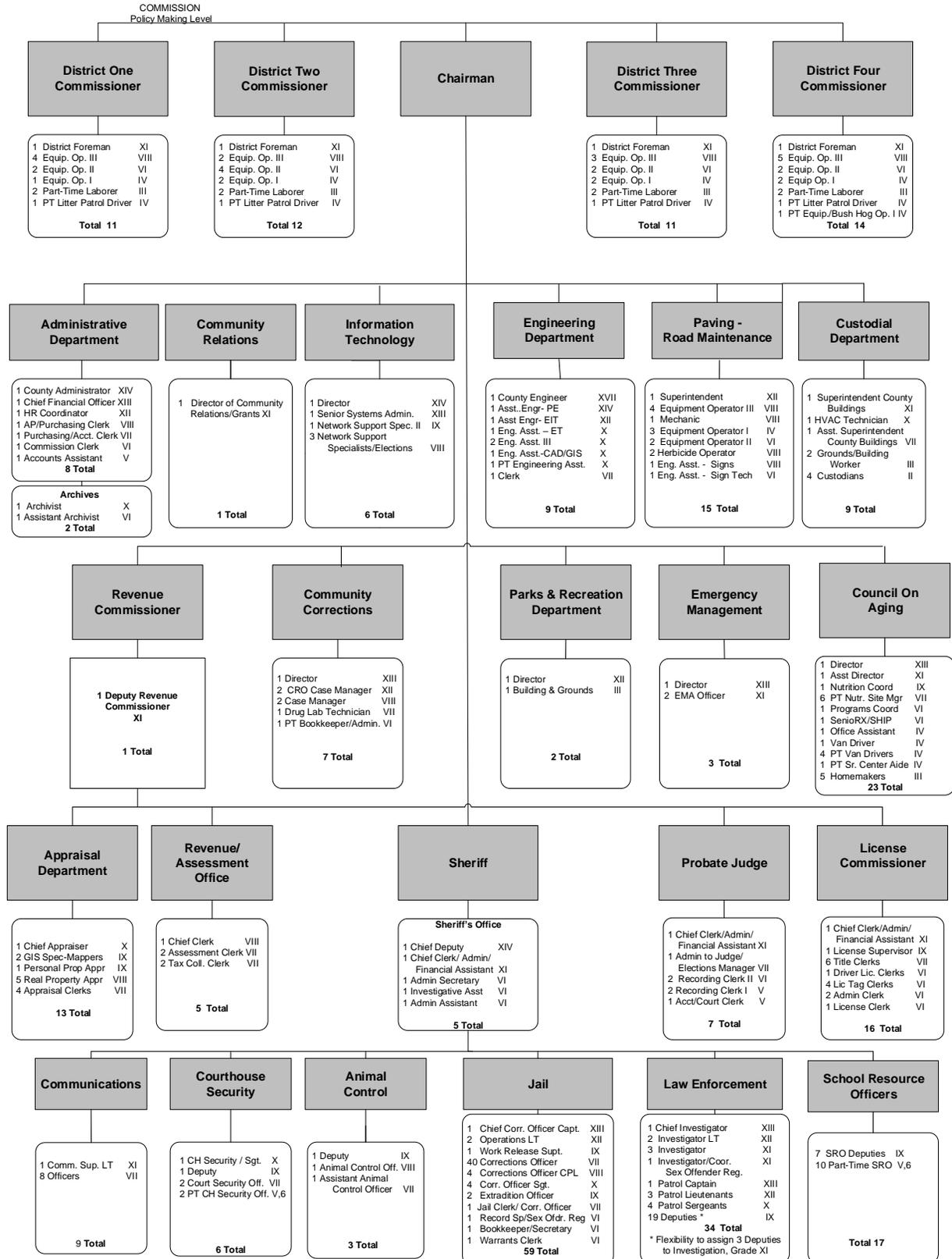
The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated and ventilated.

Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020 COMMISSION MEETING

LIMESTONE COUNTY COMMISSION STAFFING PLAN October 5, 2020



**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

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

MOTION was made by Ben Harrison and seconded by Jason Black to approve to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Shaw Estates Phase II	Minor	Preliminary & Final	5	3	South side of Snake Rd approx. 250' east of Ripley Rd at intersection of Snake Rd
East Limestone Acres Sub. replat of Lot 13	Minor	Preliminary & Final	2	2	Southeast corner of McLemore Circle & McLemore Street intersection
Gatlin Estates	Minor	Preliminary & Final	2	2	26579 Barksdale Rd
Maurice Cannon Estate Subdivision – replat Tract 1	Minor	Preliminary & Final	2	4	600' North of Airport Rd & Alabama Hwy 127

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

MOTION was made by Jason Black and seconded by Daryl Sammet to approve to sell the following on GovDeals:

Department	Item	Serial #	Inventory #
Sheriff	2006 Dodge Durango	1D8HB38NX6F119213	9740000

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

Commissioner Sammet reported that Wales Street is now open, but Black Road over the interstate is now shut down until the end of the month or possibly longer, but citizens can now use Wales Street as a detour.

Commissioner Turner reported that his district is continuing to bush hog but will soon end due to the time of year and weather. He also reported that his district is running the bushwhacker daily to trim limbs from off road.

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 5, 2020
COMMISSION MEETING**

Commissioner Black reported that Keenum Contracting should be paving Shaw Road soon, and his district is cutting shoulders in the southernmost area of District 3 around Swancott and over County Line Road near Madison. We have a couple of guys who are working non-emergency requests and covering open wells to ensure the safety of our citizens. Commissioner Black also said, "I would like to ask for prayers for the President of the United States that is ill at this time in Walter Reed Hospital. This is a very sensitive time for our country and with President Trump being sick, there's a lot of things that can happen and some of them are not good. So, make sure that we say a prayer for the United States and for President Trump."

Commissioner Harrison reported that the paving crew is milling Tillman Mill Road today, and District 4 crew is clipping the shoulders on Tillman Mill. 1100 tons of milling and filling on Tillman Mill should be completed sometime next week, and then they will move to Witty Mill Road to Clearmont and then to Baily Road. When installing or replacing corrugated metal pipe, Commissioner Harrison will be working with Limestone County Water Authority to locate the depth of the water lines. The plan to replace pipe will be put into 3-1-1 so that the Water Authority will automatically receive alerts and therefore able to send depth information.

Chairman Daly reported that on October 1st the Commission started the transitioning of employees moving to different positions within the Commission. He thanked Ellen for a great job in today's meeting, and also mentioned that Michelle navigates a lot of "behind the scene" jobs such as the lighting of the Courthouse for community awareness on various issues such as neonatal week and breast cancer awareness. He also commented that he too encourages prayer for our President, nation and everyone that is affected and fighting COVID.

Adjourned at 10:14 a.m. until 9:00 a.m. on Monday, October 19, 2020, at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.