

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

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

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

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Steve Turner to approve the minutes of October 15 & 31, 2018.

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

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

| | | |
|----------|-----------------------|----------------------|
| 10/12/18 | Check # 50495 – 50563 | \$2,039,469.96 |
| 10/12/18 | Check # 50564 | \$ 361.09 |
| 10/15/18 | Check # 50565 – 50566 | \$ 2,307.68 |
| 10/16/18 | Check # 50567 | \$ 1,100.00 |
| 10/19/18 | Check # 50568 | \$ 258.30 |
| 10/19/18 | Check # 50569 | \$ 21,200.00 |
| 10/19/18 | Check # 50570 – 50637 | \$ 236,806.26 |
| 10/19/18 | Check # 50638 | \$ 3,278.49 |
| 10/26/18 | Check # 50639 – 50723 | \$1,422,458.16 |
| 10/26/18 | Check # 50724 – 50725 | \$ 449.71 |
| 10/30/18 | Check # 50726 – 50780 | <u>\$ 398,026.38</u> |
| | TOTAL | \$4,125,716.03 |

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

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

Commission Harrison pointed out two agenda items that are not conflicts of interest but could have that appearance; 1) the property owner requesting to install a water line at the end of Al Roberts Road is his uncle; and 2) the proposal to change the name of Seaman Road to Big Creek Road.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

MOTION was made by Stanley Hill and seconded by Jason Black to authorize the Chairman to execute the following resolution to Further Amend Hazardous Duty Compensation for Correctional Officers.

AUTHORIZING RESOLUTION

**FURTHER AMENDING HAZARDOUS DUTY COMPENSATION
FOR CORRECTIONAL OFFICERS**

WHEREAS, the Limestone County Commission recognizes the inherent dangers of its correctional officers and their respective exposure to hazardous environment, circumstances, situations, and demands, to efficiently provide protection, prevention, and service to the citizens of Limestone County; and

WHEREAS, in consideration thereof, eligible members of the Limestone County Detention Center shall receive Seventy-Five Dollars (\$75.00) per month as hazardous duty compensation; and

WHEREAS, eligible members are defined as Correctional Officers, in accordance with the Limestone County Commission staffing plan, to include the correctional positions of Captain, Lieutenant, Sergeant and Corporal.

THEREFORE, BE IT RESOLVED by the Limestone County Commission that hazardous duty compensation begin in November 2018 and continue thereafter unless otherwise rescind by motion of the Limestone County Commission.

The motion, having received an affirmative vote, was carried and the resolution adopted the 6th day of November 2018.

By: _____
Mark Yarbrough, Chairman

{Seal}

Attest: _____
Pam Ball, Administrator

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

MOTION was made by Steve Turner and seconded by Jason Black to approve the following resolution for Severance Tax Distribution.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

Resolution of Limestone County Commission Severance Tax Distribution

WHEREAS, the Alabama Department of Revenue administers and collects the severed materials tax and remits to the governing body of the county which the severed material was severed; and

WHEREAS, the operating quarries for severed material in Limestone County are located in District II and District III; and

WHEREAS, the construction of the Mazda-Toyota plant will require approximately seven million tons of severed materials be hauled to the construction site; and

WHEREAS, the increased use of the roadways along the routes to and from the construction site will cause a decline in the infrastructure.

THEREFORE, BE IT RESOLVED by the Limestone County Commission to allocate the severance tax to be utilized for maintenance and repair of the roadways along the traveled routes in District II and District III through fiscal year 2025.

Approved: November 5, 2018

The Chairman asked if there was any discussion. Commissioner Harrison stated he has several points he would like to make. "Since the redistricting in 2011, due to the U.S. Census, the road mileage per district was changed significantly and has impacted my district the worse and impacted District 1. Since that time District 2 has gotten three million dollars more than it would have gotten if the gas tax money had been distributed by road miles. And, with that money it has enabled him to do road projects, enabled him to take a chip seal road to a plant mix road." Since 2013 the severance tax has been used to buy equipment for the engineering crew that has allowed us to do a better job in repairs and allowed us to do projects in house at a lower cost than using a contract. We need additional equipment; emulsion tank, brush attachment for the tar distributor to allow us to do scrub seals. The money is needed to purchase the equipment. He said District 4 and District 1 have heavy truck traffic counts on their roads. He discussed the chicken houses in his district in which the heavy feed trucks tear up the roads. Most of the damages to Persimmon Tree Road and Bailey Road where from Aviagen trucks supplying all northern Mississippi and western Tennessee. He requested Commissioner Turner to wait until the new Commission takes office.

Commissioner Stanley Hill commented that anytime Interstate 65 is shut down, all the traffic is diverted to roads in District 1 which is a lot of traffic. He said, "I'm in a heavy farming area, logging area, and chicken houses. Some of those roads in District 1 are not paved for the heavy loads. I'm not in favor for that reason."

Commissioner Black stated he can relate to both regarding the log trucks and chicken houses. He commented the districts are set by population, not by road mileage, and we can't change it. We're about to have 7 million tons go to an area that doesn't affect

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

District 4 or District 1. Those 7 million tons are going to Mazda-Toyota, not anywhere close to District 4. We're trying to be proactive and planning for the future as far as infrastructure and the roads.

Commissioner Tuner stated he has a few things to say. He said, "I would argue that since 2012, that is how long we've been here, District 2 has paid their portion of the engineering budget. The last time I had engineering pull up records of how much time they have spent in District 2, was about a year and a half go. Over a nine-month period engineering was in District 2 for 17 days. So, if you add that and divide 9 into 17 that's about 2 days per month, give it 3 more months, that's about 23 days per year, not even one-month per year, that I paid about \$340,000 for it." He told Commissioner Harrison for him to say that he had gotten more than he should have gotten of the gas tax, he had paid that back from all the time engineering has been working in District 4, not just for one year, but for six. He stated that his district has all the prep work ready prior to engineering, so all they have to do is come in and lay the asphalt and leave. He said, "I am not asking for something that has never been done. When the Cross Key quarry was open, District 4 received every bit of that severance tax money." The gravel trucks traveling to the Mazda-Toyota site, Bocar and the other developments in that area will take a toll on the county roads. The roads being impacted are Gray, Newby, Mooresville, Burgreen and Huntsville-Brownsferry. He discussed the heavy traffic counts already in District 2.

Before casting the tie-breaking vote, Chairman Yarbrough said while District 4 and District 1 may receive heavy truck traffic in their respective districts, there is no arguing that some roads in District 2 and District 3 would be impacted by the gravel truck traffic 100 percent. There will be future commissions, and you can return the proposal. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, nay; Ben Harrison, nay; and Mark Yarbrough, aye. Motion carries.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following resolution for intersection improvements on East Limestone Road at Capshaw Road, Project No. LCP 42-170-18.

RESOLUTION

LIMESTONE COUNTY

STATE OF ALABAMA

Project No. LCP 42-170-18
Functional Classification No. 06

WHEREAS, the County Commission of Limestone County, Alabama, is desirous of constructing or improving, by force account, contract or both, a section of road included in the Limestone County Road System and described as follows:

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

Intersection improvement on East Limestone Road at Capshaw Rd as described herein. Roundabout at the intersection of East Limestone Rd and Capshaw Rd using Highway Safety Improvement Program Funds.

WHEREAS, the County agrees to all of the provisions of the county-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the Commission of Limestone County, this 5th day of November 2018.

LIMESTONE COUNTY COMMISSION

Chairman

Member

Member

Member

Member

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

MOTION was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to approve the following proposal from Morell Engineering, Inc. to provide geotechnical engineering services for the East Limestone Road and Capshaw Road Intersection Modifications, ALDOT Project No. HSIP-4216(250).



Alabama Department of Transportation
3700 Fairground Road
Montgomery, Alabama 36110

Subject: Proposal to Provide Geotechnical Engineering Services East Limestone Road & Capshaw Road Intersection Modifications Limestone County, Alabama ALDOT Project Number: HSIP-4216(250)

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

Morell Engineering is pleased to submit this proposal to perform geotechnical engineering services for the subject project. The purpose of this work will be to evaluate subsurface conditions and to gather data on which to base recommendations relative to site preparation and grading for the intersection modifications. Our services will be performed in accordance with the guidelines established in the ALDOT 390, *Procedure for Conducting Soil Surveys and Preparing Materials Reports* (latest revision date).

This proposal outlines the information provided to us regarding the project, our proposed scope of services, and a cost estimate for the proposed services.

PROJECT INFORMATION

We understand that improvements are planned at the intersection of East Limestone Road and Capshaw Road in Limestone County, Alabama. The approaches to the intersection will be widened, and a single-lane mini-roundabout will be constructed at the intersection. The 90-foot diameter roundabout will have a 16-foot wide roadway lane and will include a fully traversable concrete center island. Concrete outer truck aprons will also be constructed adjacent to the roadway near the roundabout and around the roundabout. Concrete splitter islands will also be constructed as each roadway approaches the roundabout. Information provided indicates that grade changes for the new construction will generally be minimal, except in the widened roadway areas in which the existing ditches will be filled approximately 2 to 4 feet. Figure 1 displays the planned layout of the roundabout.

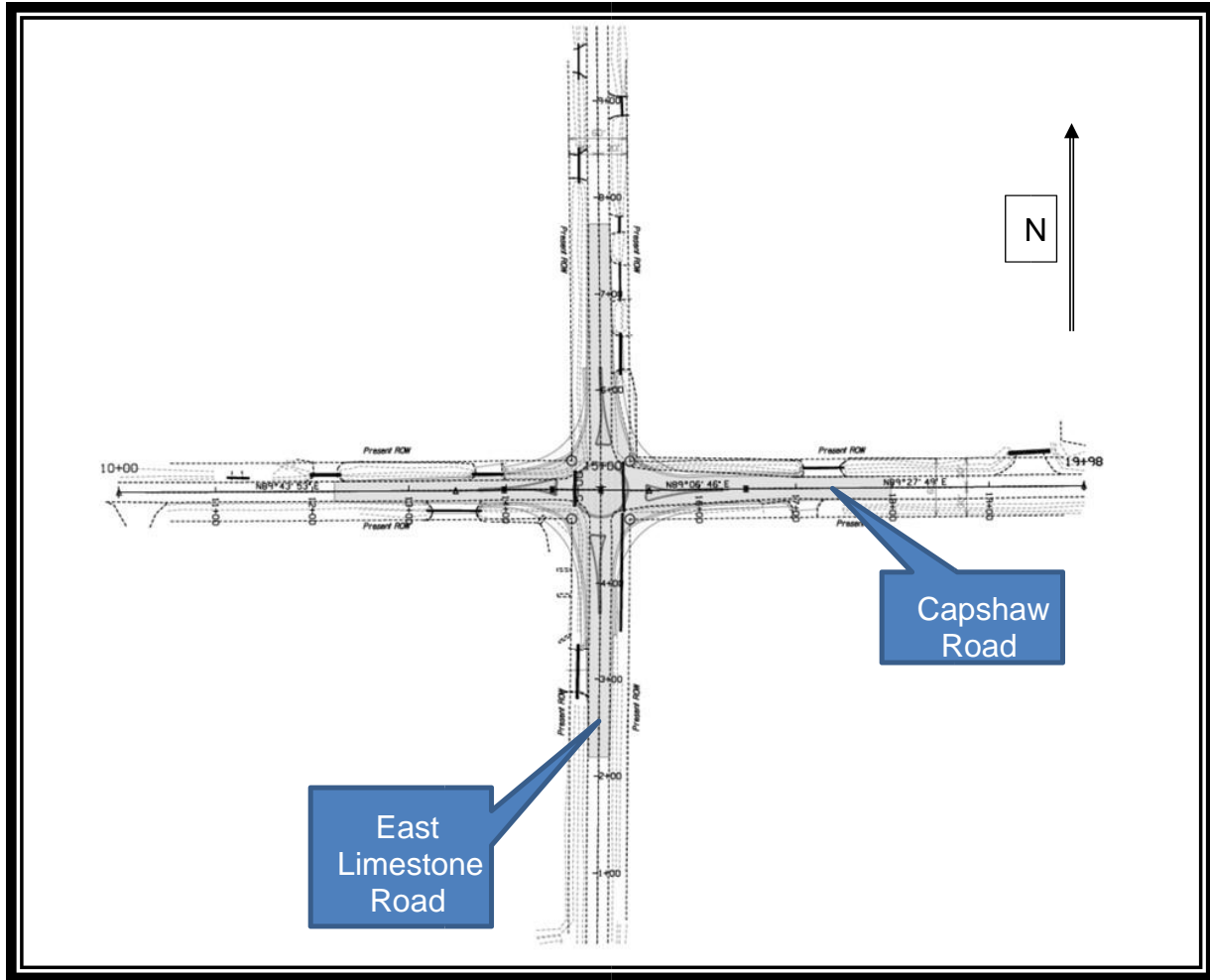


Figure 1: Planned Roundabout at East Limestone Road and Capshaw Road

SCOPE OF SERVICES

Field Services

Morell Engineering will perform a total of twenty (20) soil test borings for this project. The approximate planned boring locations are indicated in Figure 2. Each boring will be extended to a depth of 10 feet. However, borings may be terminated at shallower depths than 10 feet should refusal be encountered during drilling. Exploration of refusal materials, if encountered, is not included in our scope of services.

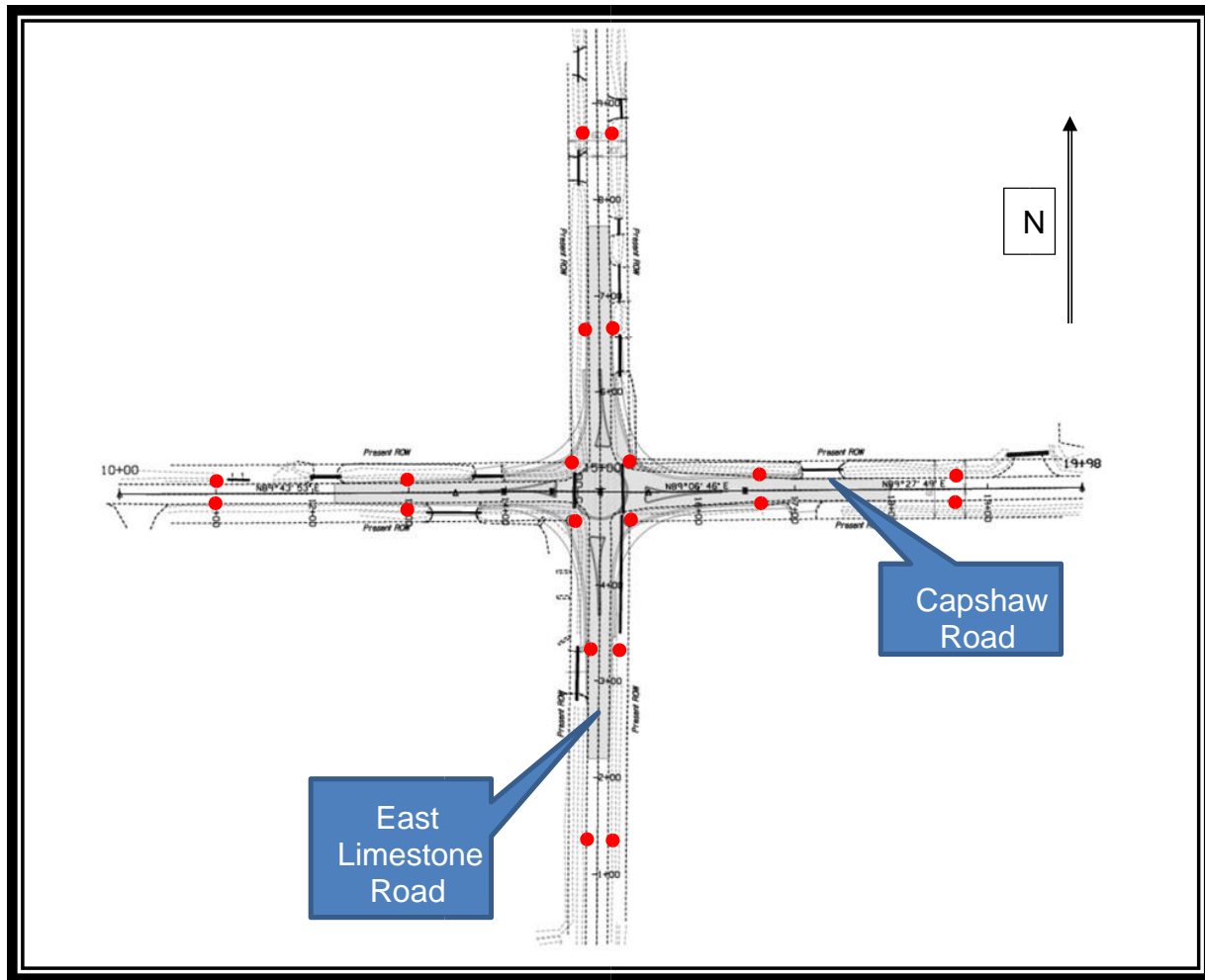


Figure 2: Planned Boring Locations

Standard Penetration Tests (SPT) will be performed at standard sample intervals for each boring. However, based on the conditions encountered at each boring location, additional borings and/or sampling may be warranted. The samples will be visually classified by a member of our engineering staff upon being obtained, and placed in sealed bags until being transported to our lab for testing.

During our field services, the existing pavements of East Limestone Road and Capshaw Road will be cored at select locations to determine the existing pavement structures (i.e., asphalt layer thicknesses, base type and thickness). We have budgeted to include obtaining four (4) asphalt cores.

All boreholes and asphalt core locations will be surveyed for location and elevation using a survey-grade GPS instrument by Morell Engineering personnel.

Laboratory Services

Soil samples representative of the soil(s) encountered at the site will be selected for laboratory testing. The laboratory tests will be used to classify the soils and determine

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

physical characteristics of the soils at the site. Laboratory tests will include Atterberg Limits, Natural Moisture Contents, Sieve Analyses, and #200 Washes. We anticipate that we will encounter two (2) or three (3) predominant soil types within the construction limits of the project.

Traffic Control

Traffic control will likely be required during our field services for this project. In the past, we have typically relied on the municipality to provide traffic control; therefore, we have assumed that traffic control would be provided by others for this project.

Underground Utilities

Morell Engineering will contact the Alabama One Call service to locate public utilities within the right-of-way of the existing roadways prior to beginning any boring activities. While Morell Engineering will exercise standard care to avoid underground utilities, we will not be liable for damage to any unmarked or erroneously marked utilities.

Report

The results of the geotechnical field exploration and laboratory testing will be documented in a written report in accordance with the ALDOT 390, *Procedure for Conducting Soil Surveys and Preparing Materials Reports* (latest revision date).

BUDGET

Our services will be performed for a lump sum amount of **\$28,130**. Our fee schedule is attached to this proposal, as well as a cost breakdown for this lump sum amount.

CLOSING

We appreciate the opportunity to submit this proposal for geotechnical services for the proposed project, and look forward to working with you. If you have any questions regarding this proposal, please contact us at your convenience.

Respectfully submitted,



William T. Morell, P.E./P.L.S.

President
Morell Engineering, Inc.

Proposal Acceptance Signature

Date

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

SCHEDULE OF FEES

| <u>Personnel</u> | <u>Hourly Rate</u> |
|---|---------------------------|
| <u>Principal Engineer</u> | <u>\$ 175.00</u> |
| <u>Senior Project Engineer - PE</u> | <u>\$ 150.00</u> |
| <u>Senior Project Surveyor – PLS</u> | <u>\$ 150.00</u> |
| <u>Project Engineer – PE</u> | <u>\$ 125.00</u> |
| <u>Project Engineer – Graduate</u> | <u>\$ 105.00</u> |
| <u>Graduate Engineer</u> | <u>\$ 85.00</u> |
| <u>Civil Designer</u> | <u>\$ 75.00</u> |
| <u>Survey Crew</u> | <u>\$ 140.00</u> |
| <u>CMT Project Manager</u> | <u>\$ 130.00</u> |
| <u>Senior Structural Steel Technician</u> | <u>\$ 115.00</u> |
| <u>Structural Steel Technician</u> | <u>\$ 100.00</u> |
| <u>Wood Framing Technician</u> | <u>\$ 100.00</u> |
| <u>Fireproofing Technician</u> | <u>\$ 100.00</u> |
| <u>CMT Manager</u> | <u>\$ 85.00</u> |
| <u>ICC Special Inspector</u> | <u>\$ 85.00</u> |
| <u>Asphalt Coring Crew</u> | <u>\$ 125.00</u> |
| <u>Asphalt Lab Inspector</u> | <u>\$ 75.00</u> |
| <u>Senior Technician</u> | <u>\$ 75.00</u> |
| <u>Technician</u> | <u>\$ 50.00</u> |
| <u>Administrative/Clerical</u> | <u>\$ 45.00</u> |

Personnel charges are for professional, technical and support services required on projects, including office, field and travel time. These hourly rates cover all costs, including lab testing, equipment and transportation.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

Cost for Roadway (ALDOT 390) Scope of Services

| Field Services | Qty | Unit | Price | Total |
|----------------------------------|-----|-------|-------|----------|
| Drill Rig Mobilization | 1 | each | \$550 | \$550 |
| Soil Drilling | 200 | feet | \$10 | \$2,000 |
| Project Engineer - Graduate | 40 | hours | \$105 | \$4,200 |
| Asphalt Coring Crew | 6 | hours | \$125 | \$750 |
| Surveying Test Locations | 8 | hours | \$140 | \$1,120 |
| Subtotal Field Services | | | | \$8,620 |
| | | | | |
| Laboratory Testing | Qty | Unit | Price | Total |
| Natural Moisture Content | 24 | each | \$15 | \$360 |
| Atterberg Limits | 10 | each | \$90 | \$900 |
| #200 wash | 10 | each | \$90 | \$900 |
| Sieve Analysis | 10 | each | \$90 | \$900 |
| Subtotal Laboratory Testing | | | | \$3,060 |
| | | | | |
| Report Services | Qty | Unit | Price | Total |
| Principal Engineer | 12 | hours | \$175 | \$2,100 |
| Senior Project Engineer - PE | 12 | hours | \$150 | \$1,800 |
| Project Engineer - PE | 50 | hours | \$125 | \$6,250 |
| Project Engineer - Graduate | 60 | hours | \$105 | \$6,300 |
| Subtotal Report Services | | | | \$16,450 |
| | | | | |
| Total Roadway (ALDOT 390) Budget | | | | \$28,130 |

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

MOTION was made by Stanley Hill and seconded by Steve Turner to authorize the Chairman to execute the following agreement with Morell Engineering, Inc. to provide professional & technical engineering services for the ADECA Recreational Trails Grant 17-RT-54-09, Richard Martin Trails Upgrades Project.

**ENGINEERING SERVICES CONTRACT
BETWEEN
THE LIMESTONE COUNTY COMMISSION
AND
MORELL ENGINEERING, INCORPORATED**

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

THIS AGREEMENT, entered into as of this the 5th day of November, 2018, by and between MORELL ENGINEERING, INCORPORATED (Herein called the ENGINEER) and THE LIMESTONE COUNTY COMMISSION (herein called the LOCAL GOVERNMENT). This Contract concerns Recreational Trails Program (RTP) Project Number 17RT-54-09 for the Richard Martin Trail Upgrades Project, which will consist of improvements along the Richard Martin Trail located in the Elkmont, Alabama.

WITNESSETH THAT:

WHEREAS, the LOCAL GOVERNMENT desires to engage the ENGINEER to render technical and professional Engineering services, hereinafter described in connection with the ALABAMA RECREATIONAL TRAILS PROGRAM as requested by the LOCAL GOVERNMENT officials.

NOW, THEREFORE, the LOCAL GOVERNMENT and the ENGINEER do mutually agree as follows:

ARTICLE 1 - EMPLOYMENT OF ENGINEER

The LOCAL GOVERNMENT agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform professional services in connection with the LOCAL GOVERNMENT'S US Environmental Protection Agency Grant Program, hereinafter stated which include normal civil, structural, mechanical and electrical engineering services and normal architectural services incidental thereto.

ARTICLE 11 - SCOPE OF SERVICES FOR ENGINEERING SERVICES

II.A. Basic Services

The ENGINEER shall provide professional and technical engineering assistance to the LOCAL GOVERNMENT to include, but not necessarily be limited to, the activities described in Exhibit A. The ENGINEER will work closely with the LOCAL GOVERNMENT and the LOCAL GOVERNMENT'S representative in completing all phases of the project. The ENGINEER will attend meetings with the LOCAL GOVERNMENT, representatives of the grant administrator, or other interested parties as may be reasonably necessary.

II.A.I. Final Design Phase

1. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents for the project.

2. Prior to the advertisement for bids, the ENGINEER will provide two copies of construction documents for review and approval by the LOCAL GOVERNMENT.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

3. Prior to the advertisement for bids, the ENGINEER will assist the LOCAL GOVERNMENT in obtaining all necessary permits and concurrences from appropriate Federal, State and local agencies.

4. The ENGINEER shall identify all parcels of property required for acquisition (including easements, rights-of-way, etc.) in connection with the subject public improvements, and provide such maps, plats and legal descriptions in a form as may be required to subsequently appraise and acquire said parcels in accordance with established State requirements. The cost of preparing these descriptions, maps, etc., shall be included in the basic compensation paid to the ENGINEER.

II.A.2. Bidding Phase

1. The ENGINEER will furnish copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the LOCAL GOVERNMENT five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER.

2. The ENGINEER will prepare the advertisement for bid(s), and submit a copy for review by the LOCAL GOVERNMENT'S representative prior to its publication.

3. The ENGINEER will attend the bid opening and tabulate the bid proposals, prepare a certified bid tabulation and make recommendations for awarding contracts for construction.

II.A.3. Construction Phase

1. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.

2. The ENGINEER will interpret the intent of the drawings and specifications to protect the LOCAL GOVERNMENT against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.

3. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

4. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.

5. The ENGINEER will be responsible for reviewing contractor's pay estimates for accuracy, progress, etc. ENGINEER shall approve of all contractors' pay estimates in writing prior to submitting said estimates to the LOCAL GOVERNMENT for payment.

6. The ENGINEER will prepare necessary contract change orders for approval of the LOCAL GOVERNMENT on a timely basis.

7. The ENGINEER will conduct a final inspection of the project and issue a "Final Inspection Certification" upon the project's completion.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

8. The ENGINEER will provide the LOCAL GOVERNMENT with one set of record (as-built) drawings.

9. The ENGINEER will advise the contractor as to the required notice of completion advertisements.

10. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the LOCAL GOVERNMENT and the ENGINEER from all claims for bodily injury, death or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.

11. The Engineer agrees to be available for consultation with the owner throughout the I (One) year warranty period and agrees to work with the owner and contractor to resolve any warranty issues that may arise.

II.B. Resident Inspection Services

If requested by the LOCAL GOVERNMENT or recommended by the ENGINEER and agreed to in writing, a Resident Project Representative(s) will be furnished and directed by the ENGINEER to provide more extensive representation at the Project site during the Construction Phase.

The duties, responsibilities, and limitations of authority of the Resident Project Representative(s) will be set forth in EXHIBIT B which is to be identified, attached to and made a part of the Agreement. Payment for Resident Inspection Services will be paid for as set forth in Article V.

IIC. Additional Services

If authorized in writing by the LOCAL GOVERNMENT the ENGINEER shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the LOCAL GOVERNMENT and the ENGINEER, and written authorization from the LOCAL GOVERNMENT to proceed, the ENGINEER will provide the additional service.

ARTICLE III - PERIOD OF SERVICE

ENGINEER'S obligation to provide services as contained in Article II and attachments thereto, will extend for a reasonable period for the design, award of contracts and construction of the Project and required extensions thereto.

Upon notice from the LOCAL GOVERNMENT, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver Contract Documents and revised opinion of probable Project Cost for all authorized work on the Project within 180 calendar days after the authorization to proceed with that phase of services.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

After acceptance of the Contract Documents and ENGINEER'S most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

Advertisements for bids on the Project(s) must be made before April 1, 2019.

The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project of any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts, if the Project involves more than one prime contract.

Construction must begin before June 1, 2019.

The ENGINEER will be guaranteed access to enter upon public and private property to perform his services.

Services to be provided shall commence upon grant approval by the State of Alabama and execution of this document and will continue for reasonable period of time until all specifications of the proposed Recreational Trails Program have been completed. This Contract shall terminate upon final closeout approval of the Project.

ARTICLE IV - GENERAL PROVISIONS

a. Personnel: The ENGINEER warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

b. Office Space: The ENGINEER agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the LOCAL GOVERNMENT.

c. Information and Materials: The LOCAL GOVERNMENT agrees to make available to the ENGINEER any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the RTP Program of the LOCAL GOVERNMENT, at no expense to the ENGINEER. shall furnish special data as required to complete the Project and not covered under Attachment A.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the LOCAL GOVERNMENT agrees to pay the ENGINEER for that portion of the fee attributable to the services rendered

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

(as described in Article II of this Agreement). The total amount of reimbursement to be paid under this section for Article II.A. 1, Final Design Phase and Article II.A.2, Bidding Phase shall not exceed \$8 781.82 (item shall not exceed 60% of total engineering contract). The total amount of reimbursement to be paid under this section for services called for in Article II.A.3, Construction Phase Article II.B., Resident Inspection Services, shall not exceed \$4 390.91 (item shall not exceed 30% of total engineering contract). The total amount of reimbursement to be paid under this section for final inspection and contract close-out, shall not exceed \$1 463.64 (item shall not exceed 10% of the total engineering contract). Payment for Articles II.A. 1 and II.A.2 will be 100% reimbursable upon certification by the engineer that these phases have been completed. Articles II.A.3 and II.B will be reimbursed on a monthly basis in direct proportion to the contractor's completion of the project. A final payment to equal 100% shall be made to the ENGINEER when it is determined that all services required by this contract have been completed.

ARTICLE VI - TERMS AND CONDITIONS

a. Termination of Contract for Cause/Breach of Contract: If through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this Contract, the LOCAL GOVERNMENT shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the ENGINEER under this Contract shall, at the option of the LOCAL GOVERNMENT become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the LOCAL GOVERNMENT for damages sustained by the LOCAL GOVERNMENT by virtue of any breach of the Contract by the ENGINEER, and the LOCAL GOVERNMENT may withhold any payments to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the LOCAL GOVERNMENT from the ENGINEER is determined.

b. Termination for convenience of the LOCAL GOVERNMENT: The LOCAL GOVERNMENT may terminate this Contract at any time by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the LOCAL GOVERNMENT, become its property.

If the Contract is terminated by as provided herein, the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The ENGINEER shall also be reimbursed

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

(in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the ENGINEER during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the ENGINEER, the above clause relative to termination shall apply.

c. Changes: The LOCAL GOVERNMENT may, from time to time, request changes of the ENGINEER in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the ENGINEER'S compensation, which is mutually agreed upon by and between the LOCAL GOVERNMENT and the ENGINEER, shall be incorporated in written Amendments to this Contract. The Contract may be extended under mutually agreed provisions, through a written Amendment to this document.

d. Assignability: The ENGINEER shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the LOCAL GOVERNMENT: provided, however, that claims for money by the ENGINEER from the LOCAL GOVERNMENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the LOCAL GOVERNMENT.

e. Reports and Information: the ENGINEER, at such times and in such forms as the LOCAL GOVERNMENT may require, shall furnish to the LOCAL GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

f. Findings Confidential: All of the reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Contract are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL GOVERNMENT.

g. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the ENGINEER in the United States or in any other country. The LOCAL GOVERNMENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

h. Compliance with Local Laws: The ENGINEER shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the Local Government(s).

i. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the LOCAL GOVERNMENT may deem necessary, the ENGINEER shall make available to the LOCAL GOVERNMENT for

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

examination of all its records with respect to matters covered by this Contract and will permit to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The ENGINEER shall retain all books, documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted works and expiration of the Contract, unless written permission to destroy them is granted by the LOCAL GOVERNMENT.

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

j. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

l. Interest of Members of the Local Government and Other Local Public Officials: No officer, member or employee of the LOCAL GOVERNMENT and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The ENGINEER shall take appropriate step to assure compliance.

m. Interest of the ENGINEER: The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

n. Officials Not To Benefit: No members of or delegate to the Congress of the United States of America, and no Resident commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

o. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to contracts \$2,500 or greater):

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

1. The ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ENGINEER'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

4. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

p. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

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

1. The work to be performed under this Contract is on the project assisted under a program providing direct Federal financial assistance from the US Environmental Protection Agency and is subject its requirements.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The ENGINEER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

the notice in conspicuous places available to employees and applicants for employment or training.

4. The ENGINEER shall include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The ENGINEER will not subcontract with any subcontractor where violation or regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

r. Section 3 Plan Format (For Contracts of \$10,000 and greater):

ENGINEER agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and business within the jurisdiction of the LOCAL GOVERNMENT.

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

2. To attempt to recruit from within the locality the necessary number of lower income residents through: local advertising media, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.

7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the ENGINEER, we, upon execution of this Contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

s. Section 402 Veterans of the Vietnam Era (if \$ 10,000 or over):

Affirmative Action for Disable Veterans and Veterans of the Vietnam Era –

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source of effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

particular job applicant or from any particular group of job applicants, and nothing therein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but is not limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of the State Employment Service. Such reports shall indicate for each hiring local (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam era hired; (3) the number of disabled veterans hired. (3) the number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this Clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, The District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security,

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service system" means the local office of the Federal State national system of public employment offices with assigned responsibility for serving the areas where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

c. "Openings which the Contractor proposed to fill from within his own organization" means employment openings for which no consideration will be given to person outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of Secretary of Labor issued pursuant to the Act.

10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$ 10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract compliance Programs may direct to enforce such provision, including action for non-compliance.

In addition to the foregoing requirement, all nonexempt Contractors and subcontractors shall furnish to the Owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requirement that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

14. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention -

A. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of inspections and certifications required under Section 3.14 (f) thereof.

B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel and rope mats.

ARTICLE VII - RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services, furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in this design, drawings, specifications, reports, and other services.

The ENGINEER shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable RTP Grant Program Regulations in effect on the date of execution of this Agreement.

The LOCAL GOVERNMENT'S approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

any way relieve the ENGINEER of responsibility for the technical adequacy of his work. Neither the LOCAL GOVERNMENT'S review, approval, or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the LOCAL GOVERNMENT, State of Alabama, and Department of HUD caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the LOCAL GOVERNMENT, LOCAL GOVERNMENT furnished data or any third party. The ENGINEER shall not be responsible for any time delays in the project caused by circumstances beyond the ENGINEER'S control.

ARTICLE VIII – SUBCONTRACTS

Any subcontracts and outside associates or consultants required by the ENGINEER in connection with services under this Agreement, will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the LOCAL GOVERNMENT specifically authorizes in writing during the performance of this Agreement. The LOCAL GOVERNMENT must give prior approval for all substitution in, additions to, such subcontractors, associates, or consultants.

Equal Employment Opportunity-Executive Order 11246

During the performance of this Contract, Engineer agrees as follows:

1. Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Engineer shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rules of pay or other forms of compensation; and selection for training, including apprenticeship.
2. Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provision of this non-discrimination clause. Engineer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - a. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

3. Engineer shall incorporate foregoing requirements in all subcontracts.

Section 3 Plan Format (for contracts \$10,000 and above)

Section 1512 of the American Recovery and Reinvestment Act of 2009

Engineer agrees to comply with Section 1512 of the American Recovery and Reinvestment Act of 2009.

Section 1605 of the American Recovery and Reinvestment Act of 2009

Engineer agrees that it will comply with SEC. 1605 of the Act, that "None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

Beason-Hammon Act

A completed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act is included with this contract.

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

The ENGINEER may not subcontract services to subcontractors or consultants without the LOCAL GOVERNMENT'S prior written consent.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT, and the ENGINEER have executed this Agreement as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:
LIMESTONE COUNTY COMMISSION

ENGINEER:
MORELL ENGINEERING, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

ATTEST: _____

ATTEST: _____

TITLE: _____

TITLE: _____

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

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute a lease agreement with Canon Financial Services Inc. for (1) Konica Minolta Bizhud c308, 3 annual payments of \$1,688.01 each and The Lioce Group Service Agreement, overage billed monthly at 0.008 per b/w copy and 0.051 per color copy for Dispatch at the Sheriff's Office.

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

MOTION was made by Jason Black and seconded by Ben Harrison to authorize the Chairman to execute the following amendment to the Bocar Project Agreement.

FIRST AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT DEVELOPMENT AGREEMENT

(this "First Amendment") is hereby dated as of November 1, 2018, by and between the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City") and **LIMESTONE COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "County," and together with the City, the "Local Authorities" and, individually, a "Local Authority") and **BOCAR US, INC.**, a Delaware corporation (the "Company"). The City, the County, and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, each of the City, the County and the Company (along with Limestone County Economic Development Association) are parties to that certain Project Development Agreement made and entered into on November 21, 2017 (the "Base Agreement") with respect to the location of an approximately 230,000 square foot advanced manufacturing facility for the production of die-cast products and aluminum gravity castings for the automotive industry (the "Project") on certain real property located within the City and the County more particularly described as the Site in the Base Agreement; and

WHEREAS, the Company has informed the Local Authorities that (i) the Site contains several unexpected issues that arose following execution of the Base Agreement, (ii) due to these issues the Company will incur additional, unexpected access, site preparation and other related

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

costs to construct, develop and operate the Project at the Site in a manner necessary to meet its production requirements, and (iii) absent assistance from the Local Authorities to help the Company address these issues the Company would have to explore different locations outside the City and the County for the Project; and

WHEREAS, the Company has represented to the Local Authorities that it is expanding the design of the Project such that it estimates to increase its capital investment from approximately \$115,000,000 to approximately \$170,000,000; and

WHEREAS, in recognition of the need to maintain the Project at the Site, the City and the County have determined it necessary, wise and in the public interest to provide certain additional assistance to the Company, all as more particularly described in this First Amendment; and

WHEREAS, each of the City and the County has determined that its support of the location of the Project at the Site through the provision of the incentives and agreements set forth in the Base Agreement, as amended by this First Amendment, would be in its best interest and the best interests of its citizens by: (i) promoting, improving, and expanding economic, advanced manufacturing, and industrial development; (ii) increasing the number and diversity of high tech, engineering, and advanced manufacturing, and industrial jobs and related employment opportunities; (iii) enabling the area within and surrounded by the North Huntsville Industrial Park to better attract and retain advanced manufacturing and industrial enterprises; (iv) expanding the overall tax base of the Local Authorities; and (v) enhancing the overall quality of life for the citizens of the County and the City; and

WHEREAS, the development of the Project at the Site as herein provided will further assist in the expansion of economic developments that are critical to the sustained economic health and well-being of the City and the County, and each of the City and the County hereby finds that the payment and other incentives for the Project as described in this First Amendment are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the “Alabama Constitution”), and that each of the City and County has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

Section 1. Site Preparation Costs; Amendment of Section 4.1(b) of the Base Agreement. (a) Subject to the requirements of Section 2.1(b) below, the City shall cause to be provided through The Industrial Development Board of the City of Huntsville (the “IDB”) to the Company funds aggregating up to \$700,000 at the following times and in the following amounts, to offset a portion of the Company’s costs of acquiring and making necessary improvements to the Site:

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

(i) \$250,000 on the first annual anniversary of the date of Commencement of Operations of the Project;

(ii) \$250,000 on the second annual anniversary of the date of Commencement of Operations of the Project; and

(iii) \$200,000 on the third annual anniversary of the date of Commencement of Operations of the Project.

(b) The Company shall certify to each of the IDB and the City the date of Commencement of Operations of the Project at the Site, and provide therewith information reasonably necessary to evidence the same. The date so certified by the Company shall constitute the date of Commencement of Operations of the Project, absent manifest error. As used herein, "Commencement of Operations" shall mean that the Company is developing and producing aluminum die-cast products and aluminum gravity castings for the automotive industry in commercial quantities at the Site.

(c) The Parties hereby agree that for purposes of calculating the City Recapture Payment amounts paid by the City to the Company under Section 1(a) hereof shall be included with payments made by the City to the Company pursuant to Section 3.1(a) of the Base Agreement, and to effectuate the foregoing the Parties hereby agree that paragraph (i) of Section 4.1(b) of the Base Agreement is hereby deleted in its entirety and the following substituted therefor:

"(i) The Company shall pay the City an amount (a "City Recapture Payment") as shall equal the aggregate amount of payments made by the City to the Company pursuant to Section 3.1(a) hereof and Section 1(a) of the First Amendment, less any City Recapture Payments theretofore made by the Company to the City pursuant to this Section 4.1, times a fraction, the numerator of which shall be the Employee Shortfall, and the denominator of which shall be 305."

Section 2. Concrete-Lined Open Ditch and Turn Lane; Power Line Relocation.

(a) The City shall construct and install (i) at a cost to the City of not to exceed \$150,000, a concrete-lined open ditch on the Site for the Project, as more particularly shown on Exhibit A hereto (the "Concrete Ditch"), and (ii) at a cost to the City of not to exceed \$200,000, a turn lane from Bibb Garrett Road onto the Site as more particularly shown on Exhibit B hereto (the "Turn Lane"). The Parties further agree that on or prior to such date as the Company shall have Completed Construction of the Project, the Company shall convey to the City by quitclaim deed, and the City shall accept, fee simple title to the real property upon which the Concrete Ditch is constructed (the "Concrete Ditch Site"), which Concrete Ditch Site is described and/or depicted on Exhibit A, at and for a purchase price of \$10.00. The City shall further grant an easement to the Company by express agreement (the "Easement") to be executed by the parties contemporaneously with the Company's conveyance of the Concrete Ditch site to the City. The easement shall allow the Company's access and use of the Concrete Site. The Mayor is hereby

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

authorized and directed to sign and deliver, by and on behalf of the City, to the Company, a deed of sale and such other documents, agreements or instruments as shall be necessary or desirable to cause the City to obtain fee simple title to the Concrete Ditch Site and grant the Easement as herein contemplated.

(b) Within a reasonable period of time following execution of this First Amendment, the City shall prepare and provide to the Company the plans for the construction of the Concrete Ditch and the Turn Lane. Upon approval by the Company of such plans, the City will commence work for construction of the Concrete Ditch and the Turn Lane at such time as the Company shall have Commenced Construction of the Project and provided to the City such rights and access to the Site as shall be reasonably necessary for the City to construct the Turn Lane.

(c) In connection with the efforts of the Company to construct and develop the Turn Lane, the City agrees to work with and use its best efforts to cause the City of Athens ("Athens") to relocate those power lines existing within the area shown on Exhibit B hereto (the "Power Lines") at a cost to be borne by the City or Athens (and in no event by the Company) to enable the construction and development of the Turn Lane, which such relocation Athens has represented to the City is expect to cost approximately \$27,911.

Section 3. 72 Alternative Roadway Improvements. The Company is currently working with each of the City of Decatur ("Decatur") and the Alabama Department of Transportation ("ALDOT") with respect to the Company's desire for certain access improvements to the 72 Alternative via Bibb Garrett Road. Each of the Local Authorities agrees to support the Company's efforts to obtain Decatur's and ALDOT's commitment to carry out and fund such improvements; provided, however, that nothing in this Section 3 shall be interpreted to require the City or the County to expend their own funds, use their resources, incur indebtedness, or make any other financial commitments respecting such improvements.

Section 4. Amendment of Certain Timelines; Exhibits. (a) The Parties have determined to modify and amend certain deadlines and other dates respecting the construction and development of the Project contained in the Base Agreement, as follows:

(i) Section 2.2 of the Base Agreement is hereby amended to change (1) "June 1, 2018" to "June 1, 2019", (2) "March 31, 2020" to "September 1, 2020", and (3) "January 1, 2023" to "July 1, 2023".

(ii) The term "Project Year" in the Base Agreement is hereby deleted in its entirety, and the following shall be substituted therefor:

"Project Year" shall mean each 12-month calendar year beginning on January 1 and ending on December 31. The first Project Year shall be the year commencing January 1, 2020 and ending December 31, 2020.

(iii) Section 3.4 of the Base Agreement is hereby amended to change "July 1, 2019" to December 1, 2019."

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

(b) The Parties agree that Exhibit C to the Base Agreement is hereby amended (i) to change “that certain Project Development Agreement dated November 21, 2017” to “that certain Project Development Agreement dated November 21, 2017, as amended by that certain First Amendment to Project Development Agreement dated as of November 1, 2018”, and (ii) to change the phrase “Pursuant to the Project Development Agreement dated November 21, 2017” in each of Exhibit C, D, E, to “Pursuant to that certain Project Development Agreement dated November 21, 2017, as amended by that certain First Amendment to Project Development Agreement dated as of November 1, 2018.”

Section 5. Abatement. The City does hereby agree, in addition to the abatement described in Section 3.3 of the Base Agreement, to the extent permitted under Alabama law, to cause to be approved a 20-year abatement of the non-educational portion of the City ad valorem taxes on real and personal property included in the Project with respect to any future expansion of the Project or additional qualified capital investment by the Company during the Term of the Base Agreement, as amended by this First Amendment.

Section 6. Miscellaneous.

(a) The Base Agreement is hereby amended in accordance with the terms of this First Amendment. Except as expressly modified or amended hereby, all terms and conditions of the Base Agreement shall remain in full force and effect.

(b) This First Amendment may be executed in one or more counterparts, each of which when executed and delivered shall constitute an original. All such counterparts together shall be deemed to be one and the same instrument. This First Amendment shall be governed by and in accordance with the laws of the State of Alabama. Capitalized terms used but not otherwise defined herein shall have the meaning given in the Base Agreement.

(c) This First Amendment shall be governed by, and construed in accordance with, the laws of the State of Alabama without regard to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the City, the County, and the Company have each caused this First Amendment to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this First Amendment to be dated the date and year first above written.

“CITY”:

CITY OF HUNTSVILLE, ALABAMA

By: _____
Mayor

(SEAL)
ATTEST

By: _____

Its: _____

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

“COUNTY”:

LIMESTONE COUNTY, ALABAMA

By: _____
Chairman
Limestone County Commission

(SEAL)

ATTEST

By: _____

Its: _____

“COMPANY”:

**BOCAR US., INC. a Delaware
corporation**

By: _____

Its: _____

EXHIBIT A
CONCRETE DITCH AND CONCRETE DITCH SITE

EXHIBIT B
TURN LANE AND POWER LINES AREA

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

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following budget revision.

| Department | Account Number | Title of Line Item | Amount |
|------------------|----------------|------------------------|---------------|
| Council on Aging | 102-56200-113 | Other Salaries | +\$12,189.00 |
| | 102-56200-124 | Social Security | +\$ 1,287.00 |
| | 102-35910-000 | Beginning Fund Balance | - \$13,476.00 |

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

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

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

| Proposal No. | Item | Awarded to | Amount |
|--------------|---|--|------------------------|
| 2663 | Tire Recycling Project (County Commission) | Liberty Tire Recycling | \$2,180.00 per load |
| 2664 | Facilities Maintenance Online Ticketing System (Maintenance Department) | Upkeep Maintenance Management CMMS 36 month subscription | \$5,292.00 |

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

MOTION was made by Stanley Hill and seconded by Steve Turner to approve Family Medical Leave for Eddie Gilbert beginning September 26, 2018 until October 15, 2018, retroactive.

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

MOTION was made by Jason Black and seconded by Stanley Hill to approve the following subdivisions:

| Name | S/D Type | Approval Type | Lots | District | Location |
|-------------------------|----------|---------------------|------|----------|--|
| K & B Subdivision | Minor | Preliminary & Final | 2 | 4 | North side of Hwy 72 1340' west of Blackburn Rd |
| Miller Lane Subdivision | Minor | Preliminary & Final | 3 | 1 | ½ mile west of AL Hwy 251 |

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

MOTION was made by Steve Turner and seconded by Jason Black to remove the following equipment from inventory:

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

| Department | Item | Inventory # |
|----------------------|-----------------------|--------------------|
| District 3 | Pioneer Covered Wagon | 4995 |
| Emergency Management | Optima DLP Projector | 4324/18320 |

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

MOTION was made by Jason Black and seconded by Steve Turner to transfer the following equipment:

| Transfer from | Transfer to | Item | Inventory # |
|---|---------------------|------------------------|--------------------|
| Emergency Management (at Athens High School) | Athens Board of Ed. | Security Access System | 4933/18409 |
| Emergency Management (at Julian Newman School) | Athens Board of Ed. | Security System | 4968/18419 |

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

MOTION was made by Jason Black and seconded by Steve Turner to sell the following on GovDeals:

| Department | Item | Inventory # |
|----------------------|-------------------------------|--------------------|
| Emergency Management | Onan LP Gas Generator 30 KW | 4653/18386 |
| Emergency Management | Kohler LP Gas Generator 60 KW | |

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

Commissioner Hill stated it has been his pleasure to work with all the county departments, media and everybody. He expressed his appreciation for all the help and support he has received throughout the years.

MOTION was made by Steve Turner and seconded by Jason Black to suspend the rules to add a striping project to the agenda.

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to add center line and edge striping to Dupree Worthey Road, 1.77 miles at an approximate cost of \$3,300.

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

Commissioner Turner thanked Stanley Hill and Mark Yarbrough for their service to the county.

Commissioner Black expressed his gratitude to Stanley Hill by saying he never had to second guess anything he said, that he was a genuine good person. He thanked Mark Yarbrough for a fantastic job and for having the best interest of Limestone County at heart. He bid both farewell from the Commission, but not their friendships.

MOTION was made by Ben Harrison and seconded by Jason Black to approve an agreement to allow property owner at the end of Al Roberts Road to install a water line on the County right-of-way.

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

MOTION was made by Ben Harrison and seconded by Steve Turner to approve to change the name of Seaman Road to Big Creek Road.

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

Commissioner Harrison reported his district is continuing to work on the last main stretch of Witty Mill Road, but there are areas that will need to be addressed in terms of base failure. He announced the passing of Don Osborne and said he would be sorely missed. He expressed his appreciation to Stanley Hill and Mark Yarbrough, and anyone that puts themselves out there to run for public office.

Chairman Yarbrough stated that Stanley Hill is one of the highest integrity, honest man that he has ever gotten to meet. He said, "It was my goal to fulfill every promise I made, I feel like if you're going to put your name on a sign and put it out there, and you make a promise to the people, you need to deliver. We promised more high paying jobs and no new taxes, and we delivered. A collaborative effort of the Commission, we delivered over two billion dollars of investment, we brought over 7,000 jobs, and live streamed the

MINUTES, LIMESTONE COUNTY COMMISSION, NOVEMBER 5, 2018

commission meetings.” He thanked all and said, “It was truly an honor and a privilege to serve as your Chairman.”

Recessed at 10:52 a.m. until 10:00 a.m. on Wednesday, November 14, 2018 at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.