

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama at 5:00 p.m. on the 26<sup>th</sup> day of November, 2018. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call, the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Holmes	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2
Legal Counsel:	
Christopher A. Smith	County Attorney

Chairman Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner Hackworth.

Awards and Presentations: None

Public Comments on Agenda items: None

Commissioner Hackworth moved, seconded by Commissioner Parker that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion unanimously approved. Agenda is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Garner that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion unanimously approved.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve a resolution that authorizes the Lauderdale County Commission to move forward with the Lauderdale County Road 16 Bridge over Cypress Creek Replacement Project – Project Number STPOA-3914(251). There is an increase in the price of the project due to environmental and cultural resources which prohibited the original design and placement of the bridge, therefore, the Alabama Department of Transportation has submitted a revised fee proposal for the project. The cost increase as described in the revised fee proposal is two hundred twenty-seven thousand three hundred fifty-five dollars. There being no discussion and upon a vote taken, motion is unanimously approved. Resolution and copy of the revised fee proposal are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Holmes to approve a resolution authorizing the Lauderdale County Commission to pay the Shoals Chamber of Commerce Foundation two hundred ninety-five dollars which will be used for education, workforce development, and leadership in the Shoals area. This will be paid out of the Tourism Fund. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Parker to approve a resolution to designate the Lauderdale County Commission regular meeting schedule for the upcoming year. The regular Lauderdale County Commission Meetings will be held on the second and fourth Monday of each month and the Work Session will be held on the first Monday of each month and after each regular Commission Meeting. The meetings and work sessions will begin at 5:00 p.m. and be held on the third floor of the Lauderdale County Courthouse at 200 South Court Street, Florence, Alabama, unless changed by the Commission with public notice. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Holmes to approve a resolution to allow the Lauderdale County Commission to enter into an agreement with Thompson Engineering of Mobile, Alabama for professional services including but not limited to soil sample

analysis and surveying for the Lauderdale County Solid Waste Department. This work will be subject to a purchase order by Thompson Engineering prior to work beginning and each purchase order will be subject to approval. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of contract are herein recorded and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a resolution to end the contract that the Lauderdale County Commission has with Terracon Consultants of Birmingham, Alabama for soil sample analysis, surveying services, along with other professional services for the Lauderdale County Solid Waste Department. This contract will end immediately. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Parker to authorize a resolution to approve change order number five for the Lauderdale County Female Dormitory Expansion Project – Project Number 1415. This change will be for an outside project to improve the fencing on the side of the new building. The cost for this change order is seven thousand five hundred thirty-two dollars and fifty cents. Commissioner Parker asked Sheriff Rick Singleton about the change to the fencing. Sheriff Singleton stated that the change in the fencing is needed so that there will be a separation of men and woman on the exercise yard. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the change order are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution to authorize a grant between the Florence-Lauderdale Emergency Management Agency and the Alabama Law Enforcement Agency for the State Homeland Security Grant Number 8 LET in the amount of one hundred and nine thousand eight hundred sixty-six dollars and fifty-four cents. This grant will be used for the purpose of exercises, receiving training, or purchase of equipment and services for the Florence Police Department, Division E Law Enforcement Team. The Lauderdale County Commission authorizes EMA Director, George Grabryan, to execute this grant agreement. Commission Holmes stated that he will abstain from this vote. There being no further discussion, the vote is as follows:

Brad Holmes – abstain  
Fay Parker – aye

William Garner – aye  
Joe Hackworth – aye

Motion is approved and resolution is herein recorded and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a resolution to authorize a grant between the Florence-Lauderdale Emergency Management Agency and the Alabama Law Enforcement Agency for the State Homeland Security Grant Number 8 ICC in the amount of seven thousand dollars. This grant will be used to support the Region 5 truck. The Lauderdale County Commission authorizes EMA Director, George Grabryan, to execute this grant agreement. There being no discussion and upon a vote taken, motion is unanimously approved and resolution is made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Parker to authorize a resolution to allow the Lauderdale County Commission to enter into a building and roof lease agreement with the City of Florence and T-Mobile South. This agreement is for the Florence/Lauderdale Government building. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the agreement are herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Garner to approve a resolution to authorize an administrative contract agreement between the Lauderdale County Commission and Northwest Alabama Council of Local Governments (NACOLG) for the performance of administrative requirements of the State of Alabama Community Development Block Grant Program. The cost of the contract shall not exceed thirteen thousand four hundred and sixty-one dollars. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of agreement are herein recorded and made part of these minutes.

In compliance with competitive bid laws of the State of Alabama, sealed bids were advertised for Bid No. LA 2019-3, "Replacement of Ceiling Lights, Tiles, and Air Registers in Courtrooms". Bid responses were received, publicly opened, and read aloud on November 14<sup>th</sup>, 2018 and a bid tabulation sheet was prepared for the Commissions review. Chairman Pettus asked the Lauderdale County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that three bid packets were sent out and only one bid was received which was from Mike O'Steen Contractors. The amount of the bid is forty-five thousand seven hundred and three dollars with one exception being that if the work can be done during regular working hours, the quote would be five thousand dollars less. Ms. Bryant stated that after discussion with our local judges, she feels sure that we can get the work done during regular hours which would qualify for the cheaper bid price. Ms. Bryant recommends that we award the bid to Mike O'Steen Contractors as their bid price is within the amount in budget for this project. Commissioner Parker moved, seconded by Commissioner Hackworth to go with Mike O'Steen Contractors. There being no further discussion and upon a vote taken, motion unanimously approved. Bid to be awarded to Mike O'Steen Contractors of Florence, Alabama. Bid tabulation sheet is herein recorded and made part of these minutes.

In compliance with competitive bid laws of the State of Alabama, sealed bids were advertised for Bid No. LA 2019-4, "20ft. Gooseneck Trailer for EMA". Bid responses were received, publicly opened, and read aloud on November 19<sup>th</sup>, 2018 and a bid tabulation sheet was prepared for the Commissions review. Chairman Pettus asked the Lauderdale County EMA Director, George Grabryan, for his recommendation. Mr. Grabryan stated that five bid packets were sent out and only one bid was received which was from Jake Trailers of Sheffield, Alabama. Mr. Grabryan stated that the bid amount is twenty-four thousand ninety-three dollars and he recommends that we award the bid to Jake Trailers. Commissioner Holmes asked the quote is within the amount already included in the budget and Mr. Grabryan stated that it was. Commissioner Parker moved, seconded by Commissioner Holmes to go with Jake Trailers. There being no further discussion and upon a vote taken, motion unanimously approved. Bid to be awarded to Jake Trailers of Sheffield, Alabama. Bid tabulation sheet is herein recorded and made part of these minutes.

The invoiced bills were audited, allowed, and ordered to be paid upon a motion by Commissioner Hackworth and seconded by Commissioner Garner. There being no questions of the invoices and upon a vote taken, motion unanimously approved.

**CHECKS ISSUED NOVEMBER 14<sup>TH</sup>, 2018 THROUGH NOVEMBER 25<sup>TH</sup>, 2018**

GENERAL-SPECIAL CHECK # 54160-54184 (void 54174)	\$423,372.31
AGRI-BUSINESS FUND CHECK # 3695	\$115.84
LEPA FUND CHECK # 8095-8101	\$4,528.65
GASOLINE TAX FUND CHECK # 16912-16924	\$197,706.78
PUBLIC BLDG., R & B SPECIAL CHECK # 454	\$750,000.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK # N/A	0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK # N/A	0.00

RRR GASOLINE TAX FUND CHECK # 666	\$1,730.56
REAPPRAISAL FUND CHECK # 11452-11459	\$28,117.78
REAPPRAISAL MONEY MARKET CHECK # N/A	0.00
TOURISM, REC. & CONVENTION FUND CHECK # 487-488	\$1,727.50
RSVP FUND CHECK # 17212-17217	\$2,527.37
CHILD PROTECTION FUND CHECK # N/A	0.00
SERIES 2001 DEBT SERVICE FUND CHECK # N/A	0.00
CDBG FUND CHECK # N/A	0.00
SOLID WASTE FUND CHECK # 7417-7433	\$213,433.87
ACCOUNT PAYABLE FUND CHECK # 40890-40926	\$89,944.33
FIRE PROTECTION FEE FUND CHECK # N/A	0.00
INDUSTRIAL DEVELOPMENT TAX FUND CHECK # N/A	0.00
TOBACCO TAX FUND CHECK # N/A	0.00
TVA TAX FUND CHECK # N/A	0.00

TOTAL: \$1,713,204.99

**Scheduled Public Hearings: None**

**Staff Reports: None**

**Public Comment Period:**

Victoria Barnes of Killen, Alabama stated that there is over one hundred men on Lauderdale County Boards and only ten women. Ms. Barnes listed several boards that have no women and asked if the County Commission was going to appoint a woman to the Agri Board. Chairman Pettus stated that there are no openings at this time for that board and that everyone whom applied would be considered when there is an opening. Commissioner Holmes stated that he is happy that Ms. Self is doing a live feed of the Commission meeting and it is important to have qualified women on boards. Commissioner Holmes also stated that the Commission is making strides to get more women on county boards and the board application is available on the web page.

Lora Morrow of 202 Roxie Drive, Florence, Alabama stated that at the beginning of the Commission meeting, the Chairman established a quorum which is defined as a majority of three but that for the Commission meeting of May 16<sup>th</sup>, 2017, Commissioner Hackworth and Commissioner Garner abstained from the vote on the board appointments for the Agriculture Board. Ms. Morrow asked how that was legal since it was not a quorum. Chairman Pettus explained that he would only vote in case of a tie. Lauderdale County attorney, Chris Smith, stated that the quorum was to allow that there were a majority of board members there to go forward with the meeting and that the two votes to appoint the board members was legal.

Carl Hester of Spring Cove, Florence, Alabama asked Commissioner Garner and Commissioner Hackworth who is on the advisory board of the Agriculture Authority. Commissioner Garner stated that the board has not been appointed yet.

Nancy Muse of Florence, Alabama, asked how she could get a copy of all of the minutes from each of the Agriculture Authority meetings and she asked when the next meeting for the Agriculture Authority will be held. Chairman Pettus told Ms. Muse that she can get the minutes from someone on the Agriculture Board and that he does not think there is a meeting scheduled at this time.

Jim Glass of Anderson, Alabama, asked the Commission who sets up the boards for the County. Chairman Pettus stated that most of the boards are set up by legislative act.

Rebecca Ferguson of Killen, Alabama, stated that there are three Commissioners on a seven member board for the Agriculture Board and she requested a copy of the application.

Commissioner Parker asked the Lauderdale County Engineer, Eric Hill, to give an update on the County Road 16 Bridge Project and to state if the project is on target. Mr. Hill stated that the work has never stopped and that the original agreement is in place. Mr. Hill stated that we are working on the project and the work is going full steam ahead.

Lauderdale County Sheriff, Rick Singleton, stated that he received notice stating that there would be push back on the completion date of the Female Dormitory Project and that there could be a delay of as much as four to six weeks.

There being no further business to come before the Commission and upon a motion made by Commissioner Parker and seconded by Commissioner Garner, the meeting was duly adjourned until the next regular meeting subject to call.

LAUDERDALE COUNTY COMMISSION

\_\_\_\_\_  
Danny Pettus, Chairman

\_\_\_\_\_  
Brad Holmes, Commissioner

\_\_\_\_\_  
Roger Garner, Commissioner

ATTEST:

\_\_\_\_\_  
Brenda Bryant, County Administrator

\_\_\_\_\_  
Fay Parker, Commissioner

\_\_\_\_\_  
Joe Hackworth, Commissioner





## Master Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents warrants and agrees as follows:

### 1. TERM & APPLICABILITY

The term of this Agreement shall be for one year from the date of full execution hereof and shall automatically renew for successive one (1) year periods at the end of each prior term unless one party notifies the other party in writing prior to the expiration of the then current term of its intent not to renew the Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

### 2. SCOPE OF WORK

Thompson Engineering shall perform such Work as the Client may direct from time to time during the term hereof and which Thompson Engineering agrees to perform, which agreement will be within its sole discretion.

### 3. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

In the event this agreement is terminated before the completion of all services, unless Thompson Engineering is responsible for such termination, Client agrees to release Thompson Engineering from all liability for services performed. In the event all or any portion of the services by Thompson Engineering are suspended, abandoned, or otherwise terminated, Client shall pay Thompson Engineering all fees and charges for services provided prior to termination. If Thompson Engineering's services are suspended and restarted, Thompson Engineering will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement.

Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Thompson Engineering's usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than Thompson Engineering, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

### 4. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

### 5. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

If field services (i.e. survey, geotechnical) services are included in the scope of work, Thompson Engineering is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition. Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes, shall be paid for by Client as extra services in accordance with section 2.

### 6. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

### 7. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.



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## Master Agreement General Terms and Conditions

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of Thompson Engineering.

### 8. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

### 9. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### 10. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising

from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

### 11. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

### 12. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

### 13. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

### 14. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location,



## Master Agreement General Terms and Conditions

Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

### 15. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

### 16. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

### 17. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, and any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

### 18. SAFETY

Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

### 19. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

### 20. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

### 21. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

### 22. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations,



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## Master Agreement General Terms and Conditions

representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

### 23. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Project: On Call Services

\_\_\_\_\_  
\_\_\_\_\_

Proposal No: N/A

Terms: Time & Materials

(Insert proposal reference or scope on attached ex. A)

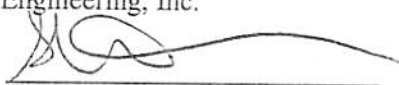
### Approved and Authorized by:

Lauderdale County Solid Waste Department  
(Client)

By: \_\_\_\_\_  
As its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thompson Engineering, Inc.

By:   
As its: Environmental Manager  
Date: November 1, 2018

Address: 2970 Cottage Hill Rd. Suite 190  
Mobile, Al 36606  
\_\_\_\_\_

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.'s services.

Please return executed copy of these terms and conditions to the attention of:  
{Stephen O'Hearn}  
(251) 666-2443  
(251) 666-6422



INDUSTRIAL · COMMERCIAL 1711 WALL STREET, SHEFFIELD, AL 35660  
· MAINTENANCE

(256) 386-0633 (P)  
(256) 386-0196 (F)

September 27, 2018

CMH Architects, Inc.  
1800 International Park Drive  
Birmingham, AL 35243

RE: Female Dormitory

Change Order Proposal #5 (Revised)

Butler Construction Company, LLC hereby proposes changes for the new enclosed detention center yard area.

• Fence		\$6,550.00
	15% O & P:	<u>\$982.50</u>
	Total:	\$7,532.50

Thank you for the opportunity of submitting this proposal. Please feel free to call me at (256) 386-0633 if you have any questions or need additional information.

Sincerely,

Chad Butler  
CB/ca

**STATE OF ALABAMA**

**PROJECT NUMBER**

**Lauderdale County Commission**

**CY-CE-PF-18-017**

**THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Lauderdale County Commission, hereinafter referred to as the “Local Government” and the Northwest Alabama Council of Local Governments, hereinafter referred to as “NACOLG”, for and in consideration of the mutual covenants and conditions hereinafter contained, do agree, each with the other, as follows:**

**Part I - General Conditions**

**1. NACOLG shall provide the Local Government technical and professional assistance therefore in the performance of the administrative requirements of the State of Alabama Community Development Block Grant Program. In this regard, it is stipulated that such services to be performed by NACOLG are set forth and contained in “Exhibit A” attached hereto and made a part hereof by reference as fully set out. NACOLG 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.**

**2. In consideration for the performance of the services described in “Exhibit A”, the Local Government will pay NACOLG an amount which shall not exceed \$13,461.00 beginning effective one day after the date of Grant Agreement, dated October 29, 2018.**

**PAYMENT SCHEDULE  
PROFESSIONAL MANAGEMENT SERVICES**

<u>Milestone</u>	<u>% of Contract Fee</u>
• Preparation of start-up requirements (LCC)	30%
• Completion of the bid/contract award process	30%
• Financial drawdowns and reporting requirements	10%
• Close out requirements	30%
<b>Total</b>	<b>100%</b>

Said payments to be made in accordance with completion of work elements and to continue thereafter until project completion or until this agreement is terminated as hereinafter provided. In such instances that an amendment has to be filed with the Department of Economic and Community Affairs, a negotiated administrative fee will be charged to the Local Government by NACOLG for services rendered to complete the program requirements.

3. Either party to this agreement may terminate the same by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the termination date therein specified. Any such termination shall be so stipulated as to fall at the end of a month of service as provided, herein. Upon termination of this agreement as herein provided, the obligation of NACOLG to provide such services shall cease and the obligation of the Local Government for payment for such services shall, after such date of termination, likewise cease. See "Part II - Articles 1 and 2."

4. "Part II - Terms and Conditions" are hereby fully incorporated and in force by terms of this agreement.

5. NACOLG agrees to comply with all applicable federal, state, and local laws, rules and regulations.



**6. NACOLG, as well as the Local Government, agrees to retain and make accessible to the public all files and project information for a period not less than five (5) years from project close-out or longer if an audit finding is not resolved. See “Part II - Article 10.”**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- 1. Preparation of necessary documentation to meet the State's Letter of Conditional Commitment.**
- 2. Assist the Local Government in meeting the requirements of its Citizen Participation Plan to include coordinating of public hearings, resolution of grievances, and documentation of proceedings.**
- 3. Provide technical assistance in establishing financial management system.**
- 4. Serve as the financial agent in reviewing of all invoices, drawdowns, etc. prior to their approval by the local government. Prepare requests for payment and monitor CDBG financial transactions and records to ensure compliance.**
- 5. In accordance with State regulations, perform the environmental review, prepare the Environmental Review Record, and prepare and distribute the necessary notices.**
- 6. Establishment of files and maintenance of records.**
- 7. Provide technical assistance in the event that construction activities necessitate the acquisition of real property, right-of-way, donation of property, etc.**
- 8. Assist the Local Government in the solicitation of professional services as well as procurement of supplies in accordance with 24 CFR 85.21 (Common Rule) and/or State Regulations.**
- 9. Coordinate with State Officer to obtain appropriate wage rate decisions, and conduct the required preconstruction conference(s) to ensure that construction activities comply with Labor Standards regulations.**

10. **Review all contracts for compliance with CDBG regulations and requirements prior to their approval.**
11. **Obtain determination of contractor(s) status regarding eligibility from state.**
12. **Prepare project and program grant budgets and schedules and revisions thereto, as required.**
13. **Review contractor payrolls, conduct employee interviews, and compare payrolls with interviews to ensure Labor Standards compliance.**
14. **Assist Local Government in obtaining equipment rates for noncash matching projects and review time sheets (if necessary).**
15. **Provide technical assistance to the Local Government in its implementation of equal opportunity provisions to include helping the Local Government develop a 504 Self-Evaluation/Transition Plan.**
16. **Monitor generally engineering or architectural firm and construction contractor(s) with respect to project costs, schedules and performance.**
17. **Provide general assistance as appropriate when needed to assure that the CDBG grant program is performed and completed in a timely and competent manner. Responsibilities in this area shall include, but are not limited to: preparation of miscellaneous reports, correspondence, and file documentation, meeting with various persons and agencies, and coordination specifically in response to requirement and requests of the Alabama Department of Economic and Community Affairs.**
18. **Provide technical assistance in program close-out and prepare all necessary documents.**

## **PART II - TERMS AND CONDITIONS**

### **1. Termination of Contract for Cause**

If, through any cause, NACOLG shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if NACOLG 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 NACOLG of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by NACOLG under this Contract shall, at the option of the LOCAL GOVERNMENT, become its property and NACOLG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, NACOLG 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 NACOLG, and the LOCAL GOVERNMENT may withhold any payments to NACOLG for the purpose of set-off until such time as the exact amount of damages due the LOCAL GOVERNMENT from NACOLG is determined.

### **2. Termination for Convenience of the LOCAL GOVERNMENT**

LOCAL GOVERNMENT may terminate this Contract at any time by giving at least ten (10) days notice in writing to NACOLG. If the Contract is terminated by LOCAL GOVERNMENT as provided herein, NACOLG will be paid for the time provided and expense incurred up to the termination date. If this Contract is terminated due to the fault of the NACOLG, Paragraph 1 hereof relative to termination shall apply.

### **3. Changes**

The LOCAL GOVERNMENT may, from time to time, request changes in the scope of services of NACOLG to be performed hereunder. Such changes, including any increase or decrease in the amount of NACOLG compensation, which are mutually agreed upon by and between the LOCAL GOVERNMENT and NACOLG, shall be incorporated in written amendments to this contract.

### **4. Personnel**

A. NACOLG represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the LOCAL GOVERNMENT.

B. All of the services required hereunder will be performed by NACOLG or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the LOCAL GOVERNMENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

## **5. Assignability**

**NACOLG 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 thereto: provided, however, that claims for money by NACOLG 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 furnished promptly to the LOCAL GOVERNMENT.**

## **6. Reports and Information**

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

## **7. Findings Confidential**

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

## **8. Copyright**

**No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of NACOLG.**

**9. Compliance with Local Laws**

NACOLG shall comply with all applicable laws, ordinances and codes of the State and LOCAL GOVERNMENT, and NACOLG shall hold the LOCAL GOVERNMENT harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

**10. Access to Records**

NACOLG shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the LOCAL GOVERNMENT to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the LOCAL GOVERNMENT or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the LOCAL GOVERNMENT.

**11. 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.

**12. Section 109 of the Housing and Community Development Act of 1974**

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

### **13. Conflict of Interest Clauses**

#### **Interest of Members of the LOCAL GOVERNMENT**

No member of the governing body of LOCAL GOVERNMENT and no other officer, employee, nor agent of LOCAL GOVERNMENT who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and NACOLG shall take appropriate steps to assure compliance.

#### **Interest of Other Local Public Officials**

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

#### **Interest of NACOLG and Employees**

NACOLG covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. NACOLG further covenants that in the performance of this Contract, no person having any such interest shall be employed.



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

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

**B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this 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.**

**C. NACOLG will send to each labor organization or representative of workers with whom it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.**

**D. NACOLG will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal**

**financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. NACOLG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.**

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

**Executive Order 11246, Section 202 Equal Opportunity Clause (contracts above \$10,000)**

**During the performance of this Contract, NACOLG agrees as follows:**

- A. NACOLG will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. NACOLG will take affirmative action to ensure that applicants are employed, and that employees are treated during employments, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection of training, including apprenticeship. NACOLG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.**
- B. NACOLG will, in all solicitation or advertisements for employees place by or on behalf of NACOLG, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.**
- C. NACOLG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.**
- D. NACOLG will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.**
- E. NACOLG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or**

pursuant thereon, and will permit access to its books, records and accounts by the Town, the Secretary of Labor, and the Alabama Department of Economic and Community Affairs for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of NACOLG's noncompliance with the non-compliance clause of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and NACOLG may be declared ineligible for further governments contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. NACOLG will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965. So that such provisions will be binding upon each subcontractor or vendor. NACOLG will take such action with respect to any subcontract or purchase order as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event NACOLG becomes involved in, or is threatened with, litigations with a subcontractor or vendor as a result of such direction by the Town, NACOLG may request the United States to enter such litigation to protect the interests of the United States.

**Special Equal Opportunity Provisions (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)**

**Section 3 Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended. During the performance of this Contract, NACOLG agrees as follows:**

- 1. NACOLG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. NACOLG 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. NACOLG 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. NACOLG shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.**

3. NACOLG shall incorporate foregoing requirements in all subcontracts.

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

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

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

B. To attempt to recruit from within the LOCAL GOVERNMENT's jurisdiction the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

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

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

\*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractural opportunities.

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

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

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

**\*Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.**

**As officers and representatives of NACOLG, we, the undersigned,  
(name of firm)  
have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
**Date**

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

**Affirmative Action for Handicapped Workers**

- A. NACOLG 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. NACOLG agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.**
- B. NACOLG agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.**
- C. In the event of NACOLG's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.**
- D. NACOLG 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 NACOLG's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.**
- E. NACOLG will notify each labor union or representative of workers with which it has**



a collective bargaining agreement or other contract understanding, that NACOLG is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. NACOLG 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. NACOLG 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.

**Age Discrimination Act of 1975 (for contracts over \$2,000)**

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

**Section 402 Veterans of the Vietnam Era (for \$10,000 or over)**

**Affirmative Action for Disabled 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 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 or 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 particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations

regarding nondiscrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be 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 that State employment service. Such reports shall indicate for each hiring location (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 of the Vietnam era hired, and (4) the total 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 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 of subsequent contracts. The Contractor may 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 non-production; 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 proposes 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, 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 area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.**

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

**d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.**

**9. The Contractor agrees to comply with the rules, regulations and relevant orders of the 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, regulation 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 such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**Beason-Hammon Compliance:**

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.

State of Alabama )  
County of Colbert )

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

DATE: \_\_\_\_\_

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

CDBG Project #CY-CE-PF-18-017 by and between

Lauderdale County Commission (Contractor/Grantee)

and

NACOLG (State Agency, Department or Public Entity)

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

1. The undersigned holds the position of Executive Director with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

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

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Northwest Alabama Council of Local Governments  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_  
Its Executive Director

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

**BID NO.:** LA 2019-3  
**BID ITEM:** "Replacement of Ceiling Lights, Tiles, & Air Registers in Courtrooms"  
**OPENING:** Wednesday, November 14<sup>th</sup>, 2018 11:00 a.m.  
**DATE MAILED:** Wednesday, October 17<sup>th</sup>, 2018

	BID BOND	NO BID	LOW BID	NO RESP	AMOUNT
Custom Solutions Attn.: Jeff Gibbs 608 County Road 290 Florence, Alabama 35633				X	
Mike O'Steen Contractors 715 Terrace Street Florence, Alabama 35630					\$45,703.00 *deduct \$5,800.00 if work can be done during regular working hours.
King & Associates Attn.: Robbie King 601 Pasadena Ave Muscle Shoals, Alabama 35661				X	



BID NO.: LA 2019-4  
 BID ITEM: "20 ft. Gooseneck Trailer for EMA"  
 OPENING: Monday, November 19<sup>th</sup>, 2018 at 11:00 a.m.  
 DATE MAILED: Tuesday, October 30<sup>th</sup>, 2018

	BID BOND	NO BID	LOW BID	NO RESP	Amount
Jake Trailers 1510 Gospel Rd Sheffield, AL 35660 256-291-3411					\$24,093.30
MidSouth Trailer Sales 14265 Bledsoe Rd Athens, AL 256-232-1119				✓	
Lance Brannon 10109 HWY 72 Rogersville, AL 256-247-7888				✓	
Pounders Trailer Sales 2600 Avalon Ave Muscle Shoals, AL 256-381-2348				✓	
Senators Coaches, Inc. 160 Jeremy Drive Florence, AL 35634				✓	