

STATE OF ALABAMA)

JEFFERSON COUNTY) June 13, 2013

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of May 30, 2013, be approved. Voting "Aye" Knight, Brown, Bowman and Carrington.

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The Commission met in Work Session on June 11, 2013, and approved the following items to be placed on the June 13, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Item 6.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 8 and Addendum Item 7.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 30, Addendum Items 2 through 5 and three additional resolutions.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 14.

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Jun-13-2013-399

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF  
WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2013-014 HCI Holdings, LLC, and City of Vestavia Hills owners; Brooks Harris, agent. Change of zoning on Parcel ID# 27-18-1-0-226 and part of Parcel ID# 27-18-1-0-1.3 in Section 18 Twp 18 Range 1 West from R-T (Residential Townhouse) to R-G (Single Family) for garden homes. (Case Only: 3832 Cotswold Drive North, Birmingham, AL 35242) (COTSWOLDS) (4.0 Acres M/L)

Contingency: Parcel ID#27-18-1-0-226 shall be rezoned upon the property being declared surplus by the Vestavia Hills

City Council and the closing of the purchase of the property by the applicant.

RESTRICTIVE COVENANT: Substantial conformance to the submitted typical lot layout depicting the garage recessed to the rear of the front building line.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-014 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman and Carrington.

Z-2013-015 Roderick Sanders, owner. Change of zoning on part of Parcel ID# 37-25-3-000-013.000 in Section 25 Twp 19 Range 5 West from C-1 (Commercial) to A-1 (Agriculture) for compliance for a single family residence. {Case Only: 5462 Demetrious Drive, Bessemer 35022} (RED MOUNTAIN HEIGHTS) {0.69 Acres M/L}

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-015 be approved. Voting "Aye" Knight, Brown, Bowman and Carrington.

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Jun-13-2013-400

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2014 meeting dates for the County Commission are as follows, unless otherwise modified and appropriate public notice given:

Tuesday Committee Meetings

Time: 9 A.M.  
Location: Commission Conference Room,  
Suite 200, Jefferson County Courthouse

- January 7 & January 28
- February 11 & February 25
- March 11 & March 25
- April 8 & April 22
- May 6 & May 20
- June 10 & June 24
- July 8 & July 22
- August 12 & August 26
- September 9 & September 23
- October 7 & October 21

Thursday Commission Meetings

Time: 9 A.M.  
Location: Commission Chamber,  
Suite 270, Jefferson County Courthouse

- January 9 & January 30\*
- February 13 & February 27
- March 13 & March 27
- April 10 & April 24\*
- May 8 & May 22
- June 12 & June 26
- July 10 & July 24\*
- August 14 & August 28
- September 11 & September 25
- October 9 & October 23\*

\* denotes that meeting will be held at the Bessemer Courthouse

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

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Jun-13-2013-401

WHEREAS, ArrangementFinders.com has placed a sexually suggestive advertisement featuring a former adult film star on a billboard located in the City of Birmingham, a municipality of Jefferson County, Alabama; and

WHEREAS, the billboard is demeaning to women and inconsistent with the values and morals held by a majority of the citizens of Jefferson County; and

WHEREAS, similar ArrangementFinders.com billboards have been taken down following public outcry concerning the salacious nature of the billboards.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that ArrangementFinders.com and the owner of the billboard in question are requested to voluntarily take down the billboard.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

REQUEST FOR CERTIFICATIONS

Family Court - Clerk's Office  
Principal Court Clerk  
Chief Court Clerk

District Attorney - Birmingham  
Paralegal

Environmental Services - Sewer Services  
Accounting Assistant I

Human Resources  
Personnel Technician

Board of Equalization - Birmingham  
Administrative Assistant I  
Administrative Coordinator  
Property Appraiser - 7 positions  
Senior Property Appraiser - 2 positions  
Property Litigator Administrator

Tax Assessor - Birmingham  
Administrative Assistant I  
GIS Specialist - 2 positions  
GIS Dbase Supervisor  
Personal Property Appraiser - 2 positions

Tax Assessor - Bessemer  
Administrative Assistant I - 2 positions  
GIS Specialist

Tax Collector - Birmingham  
Administrative Assistant I - 3 positions  
Administrative Assistant II

Tax Collector - Bessemer  
Accounting Assistant II

Community Development  
Housing Specialist

Economic Development  
Human Resource Planner

Land Planning & Development Services  
Administrative Assistant II  
Zoning Administrator

General Services - Administration  
Sr. Accountant  
Security Officer - 7 positions  
Sr. Security Officer  
Facilities Manager

General Services - Elections  
Assistant Chief of Elections

Board of Registrars  
GIS Dbase Supervisor

Roads & Transportation - Fleet Management  
Auto Tech - 3 positions

Office of Senior Citizen Services  
Administrative Assistant I - 2 positions

Inspection Services  
Electrical Inspector

Roads & Transportation - Administration  
Administrative Coordinator

Roads & Transportation - Highway Engineering & Construction  
Deputy Director of Roads & Transportation

Roads & Transportation - Hwy Maintenance - Bessemer

- Construction Equipment Operator - 2 positions
- Roads & Transportation - Bessemer Division
  - Construction Supervisor
  - Bridge Maintenance Crewleader
- Roads & Transportation - Highway Maintenance - Ketona Division
  - Bridge Maintenance Construction Supervisor
- Environmental Services - Sanitation Administration-Sewer Impact
  - Administrative Assistant I
- Environmental Services - E&C - Construct Sewer Line
  - Skilled Laborer - 4 positions
- Environmental Services - Village Line Maintenance
  - Labor Supervisor
  - Public Works Supervisor
- Environmental Services - Shades Line Maintenance
  - Laborer III - 2 positions
- Environmental Services - E&C - Inspection & Grouting
  - Sewer Video Specialist - 3 positions
- Environmental Services - Cahaba River WWTP
  - WWTP Maintenance Worker
- Environmental Services - Five Mile Creek Maintenance Shop
  - WWTP Shop Supervisor
- Environmental Services - Village Creek Electrical Shop
  - Electrician - 2 positions
- Environmental Services - Package Plants & Pump Stations
  - Skilled Laborer - 2 positions
  - Senior WWTP Maintenance Worker
  - WWTP Supervisor
- Environmental Services - Barton Lab
  - Environmental Lab Compliance Administrator
- Cooper Green Mercy Health Services
  - Sr. Social Worker
- Cooper Green Mercy Health Services - Laboratory
  - Patient Care Technician - 2 positions
- Cooper Green Mercy Health Services - Ultrasound
  - Diagnostic Imaging Technologist
- Cooper Green Mercy Health Services - Security
  - Security Officer

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the Request for Certifications be approved. Voting "Aye" Knight, Bowman, Brown and Carrington.

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Jun-13-2013-402

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Amendment No. 2 to the Agreement between Jefferson County, Alabama and Schwing Bioset, Inc. for repairs on Schwing cake pumps at Village Creek Wastewater Treatment Plants in the amount of \$10,561.75.

AMENDMENT NO. 2

TO THE CONTRACT FOR SERVICE REPAIRS ON SCHWING CAKE PUMPS  
 @VILLAGE CREEK WASTEWATER TREATMENT PLANT (PER ITB 165-12)  
 JEFFERSON COUNTY ENVIRONMENTAL SERVICE DEPARTMENT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and Schwing Bioset, Inc., hereinafter called "the CONTRACTOR" to provide equipment/parts and

repairs/service related to the Village Creek Wastewater Treatment Plant. The original contract was approved on December 10, 2012 and is recorded in minute book 164, pages 185-190.

WITNESSETH:

WHEREAS, the OWNER agrees that additional parts and work are necessary to complete the scope per the provisions of ARTICLE 14 – Amendment of Agreement; and

WHEREAS, the CONTRACTOR agrees that more parts and work are necessary; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONTRACTOR wishes to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

I. AMENDMENT TO ARTICLE 2 – SCOPE OF WORK

Amend Article 2 – Scope of Work, to include the following additional parts :

All parts as detailed on Schwing Bioset Quotation Number 60704226 , copy attached. (not given to Minute Clerk)

II. AMENDMENT TO ARTICLE 7 – Compensation

Amend Article 7, section C. Equipment/Parts –as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONTRACTOR shall be increased by \$10,561.75 to a revised maximum contract amount of \$374,842.55.

The amendment amount above is the sum of the following components:

1. Parts as detailed in Schwing Bioset Quotation 60704226: \$10,561.75

ARTICLE III

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, on the \_\_\_\_ day of \_\_\_\_\_, 2013, and the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Schwing Bioset, Inc.

Gregg Johnson, Vice President of Finance

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST

Minute Clerk

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Knight, Bowman, Brown and Carrington.

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Jun-13-2013-403

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Non-Disclosure Agreement between Jefferson County, Alabama and National Recovery Agency, with offices at 2491 Paxton Street, Harrisburg, PA 17016-7015 to provide for an exchange of confidential aged account data for the purpose of developing potential debt collection strategies.

Contract No. 4983

JEFFERSON COUNTY COMMISSION MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of March 20, 2013, 2013 between the Jefferson County Commission and National Recovery Agency, with offices at 2491 Paxton Street, Harrisburg, PA 17016-7015

Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware

configuration, marketing materials, or billing and financial data, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder,

Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

Term. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Miscellaneous. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing from time to time.

JEFFERSON COUNTY, ALABAMA

Steven C. Kusic, President & CEO

W.D. Carrington, President  
Jefferson County Commission

NRA Group LLC d/b/a National Recovery Agency

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

Jun-13-2013-404

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Non-Disclosure Agreement between Jefferson County, Alabama and Online Collections, with offices at 685 W. Firetower Road, Winterville, NC 28590 to provide for an exchange of confidential aged account data for the purpose of developing potential debt collection strategies.  
Contract No. 4984

#### JEFFERSON COUNTY COMMISSION MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of March 20, 2013, 2013 between the Jefferson County Commission and Online Collections, with offices at 685 W. Firetower Road, Winterville, NC 28590.

Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials, or billing and financial data, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder,

Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the

other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

Term. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Miscellaneous. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing form time to time.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

Jun-13-2013-405

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2013 Sewer Point Repairs, Contract 1 project, such certified bids having been open on Wednesday, April 3, 2013 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Baird Contracting Co., Inc.	\$ 624,055.25
2. Global Construction & Engineering, Inc.	\$ 654,009.25
3. Bama Utility Contractors, Inc.	\$ 705,330.00
4. Russo Corporation	\$ 736,352.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2013 Sewer Point Repairs, Contract 1 be awarded to Baird Contracting Co., Inc. in the amount of \$624,055.25.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
6/13/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: DIETARY	4.98	1900070567
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: MATERIAL MGT	7.57	1900070571
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	4.60	1900070575
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POSTAGE	CORONER/MEDICAL EXAMINER	18.40	1900070775
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: DIETARY	35.20	1900070565
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: DIETARY	9.90	1900070568
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: MATERIAL MGT	12.11	1900070573
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONTACTOR FOR BESSEMER CH FROM SOUTHERN CONTROL.	GEN SVCS: ADMIN	24.86	1900070593
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER ME OT CARDS	CORONER/MEDICAL EXAMINER	88.00	1900070644
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: MATERIAL MGT	14.10	1900070563
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: ENVIRON SERV	26.60	1900070566



DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: DIETARY	80.48	1900070570
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: PATIENT ACTIVITY	12.45	1900070574
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES FOR 2121 ELEVATOR PROJECT	GEN SVCS: ADMIN	148.87	1900070657
*DISTRICT 1					488.12	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ALLIANCE ROAD BRIDGE - GAS TANK RELOCATION - BESS	R&T: HIGHWAY MAINT-BESS	120.00	1900070773
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CELL PHONE CHARGER & LEATHER CASE - TRAFFIC	R&T: TRAFFIC ENGINEERING	32.92	1900070760
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VALVES FOR THE HERBICIDE TRUCKS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	129.72	1900070561
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL CARTRIDGE FOR NAIL GUN - CAMP KETONA	R&T: HIWAY MAINT-KETONA	104.22	1900070652
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PHONE CASES & PAINT - CAMP KETONA	R&T: HIWAY ENG & CONST	129.04	1900070778
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL,PVC PIPE, SUPPLIES - BESSEMER	R&T: HIWAY MAINT-BESS	132.23	1900070782
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CLEANING SUPPLIES, KEYS, HEAD LAMPS- HWY ENG	R&T: HIGHWAY ENG & CONST	89.96	1900070613
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SOKKIA - TOTAL STATION REPAIRS HIGHWAY ENGINEERING	R&T: HIGHWAY ENG & CONST	250.00	1900070771
DISTRICT 2	1000193	JEFFERSON CO TREASURER	1' X 20' PVC PIPE - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	202.50	1900070772
DISTRICT 2	1020107	ECONOMIC DEV ADMIN EDA	RLF INTEREST SEQUEST FD GRANT#04-39-03391.02	ECON DEV LN COUNTY	377.05	1900070666
*DISTRICT 2					1,567.64	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	125.56	1900070758
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. -BIRMINGHAM(TITLE APP) 80.81	REVENUE	80.81	1900070572
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	155.93	1900070755
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	184.29	1900070756
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	155.52	1900070757
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	176.18	1900070759
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE	BD OF EQUAL - BHAM STATE	162.00	1900070774
*DISTRICT 3					1,040.29	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES BOOTH DODA DAY	STORM WATER MANAGEMENT	33.85	1900070776
DISTRICT 4	1000193	JEFFERSON CO TREASURER	13EXER IC TRAILER SUPPLIES - ALLEN KNIPFHER	EMA	224.66	1900070637
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE & CLEANING SUPPLIES	EMA	172.73	1900070638
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDU	STORM WATER MANAGEMENT	27.54	1900070779
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDU	STORM WATER MANAGEMENT	47.39	1900070780
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDU	STORM WATER MANAGEMENT	43.34	1900070781
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE JEFF GUNTER FOR REPLACEMENT PHONE CASE	LAND DEVELOPMENT	16.99	1900070607
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE TRAVEL-WM. H. MULLINS, MAY 13-16, 2013	INSPECTION SERVICES	4.87	1900070718
DISTRICT 4	1029616	SAM ROMANO	SR REIMBURSEMENT - SAMUEL ROMANO	EMA	4,000.00	1900070670
DISTRICT 4	1029622	LEONARD HARRISON	SR REIMBURSEMENT - LEONARD HARRISON	EMA	4,000.00	1900070813
DISTRICT 4	1030091	GERALD WAYEN BURROW	SR REIMBURSEMENT - GERALD BURROW	EMA	4,000.00	1900070924
DISTRICT 4	1030101	MAJOR CREER	SR REIMBURSEMENT -MAJOR CREER	EMA	4,000.00	1900070827
DISTRICT 4	1030472	KAREN BISCHOFF	SR REIMBURSEMENT - KAREN BISCHOFF	EMA	3,971.25	1900070790
DISTRICT 4	1030477	JIMMY W. HAYES	SR REIMBURSEMENT - JIMMY HAYES	EMA	3,971.25	1900070791
DISTRICT 4	1030689	GARY L EDWARDS	SR REIMBURSEMENT - GARY EDWARDS	EMA	3,971.25	1900070667
DISTRICT 4	1030714	JOHN C REYNOLDS	SR REIMBURSEMENT - JOHN REYNOLDS	EMA	4,000.00	1900070671
DISTRICT 4	1030729	ROBERT E WALKER	SR REIMBURSEMENT - ROBERT WALKER	EMA	4,000.00	1900070672
DISTRICT 4	1030747	JANE B MCDADE	SR REIMBURSEMENT - JANE MCDADE	EMA	4,000.00	1900070819
DISTRICT 4	1030785	JONATHAN L PERRY	SR REIMBURSEMENT - JONATHAN PERRY	EMA	3,971.25	1900070669
DISTRICT 4	1030801	WILLIAM CLEMON	SR REIMBURSEMENT - WILLIAM CLEMON	EMA	4,000.00	1900070761
DISTRICT 4	1030814	PHILIP HOUSTON	SR REIMBURSEMENT - PHILIP HOUSTON	EMA	3,971.25	1900070668
*DISTRICT 4					52,427.62	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOP VAC FOR THE SHOP, AND BULBS FOR THE OFFICE	ES: TURKEY CREEK WWTP	154.82	1900070210
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING AND FUEL FOR MEETING IN ATLANTA WITH EPA	ES: SANITATION ADMIN	47.90	1900070469
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEY FOB,CDL,BULB,CONNECTOR,SWIVEL JOINTS,BIT,LINE	ES: TV INSPECT & GROUTING	930.15	1900070712
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;SHIPPING TAPE;WHEEL;WATER;	ES: FIVE MILE CREEK WWTP	147.98	1900070730
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS TO ANCHOR ROTOR	ES: LEEDS WWTP	15.94	1900070713
DISTRICT 5	1000193	JEFFERSON CO TREASURER	7/8 BOLTS&NUTS,FUSES,SPLIT BOLTS,2/0 COPPER,2/0 SP	ES: PKAGE WWTP & PUMP STA	204.04	1900070617
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ALUMINUM ANGLE	ES: VILLAGE CREEK WWTP	230.00	1900070660
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS, SCREWS	ES: VILLAGE MAINT SHOP	183.03	1900070658
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	16.20	1900070659
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASKET, HELMET,GUIDE ROLL,KEYS,SEAL	ES: VILLAGE MAINT SHOP	493.39	1900070612
DISTRICT 5	1000193	JEFFERSON CO TREASURER	3VX315 VBELT,PIVOT CAP,LOCKING PLIERS,COPPER FITTI	ES: PKAGE WWTP & PUMP STA	298.05	1900070837
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCANNED GRAPHICS FOR DVD	ES: BARTON LAB	131.00	1900070784
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OTTERBOX FOR PHONE, SOFTWARE LICENSE	ES: SANITATION ADMIN	153.88	1900070717
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT	PER BD: TESTING	244.10	1900070763
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS;BIT;ANCHOR;RATCHT;PLUG;BOLT;THRED;SEAL;ANGLE	ES: FIVE MILE MAINT SHOP	398.95	1900070725
DISTRICT 5	1005207	CYNTHIA HOLINESS	TRAVEL REIMBURSEMENT-HOLINESSC-AGACONFERENCE0413	PER BD: ADMIN	28.44	1900070783
DISTRICT 5	1030826	BARBARA LEE	TUITIONREIMBURSEMENT - BARBARA LEE	PER BD:INFO TECH	600.00	1900070569
DISTRICT 5	1031089	MARGARET HAYDEN	SEWER EASEMENT, CORRIDOR X, TRACTS 53B,53D,53G,53I	ES: SANITATION ADMIN	1,250.00	1900070716
*DISTRICT 5					5,527.87	
**					61,051.54	

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the Unusual Demands be approved. Voting "Aye" Knight, Bowman, Brown and Carrington.

Jun-13-2013-406

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 5/21/13 - 5/27/13

1. BULK STORES WAREHOUSE AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO RENEW CONTRACT FOR PAPER AND PLASTIC BAGS FOR THE PERIOD OF 6/14/13 6/13/14. SCHEDULED TO BE REBID IN FY14. REFERENCE BID # 72-11
2. GENERAL SERVICES FROM GRUBER TECHNICAL INCORPORATED, HOOVER, AL, TO AWARD BID FOR UNINTERRUPTIBLE POWER SUPPLY MAINTENANCE. REFERENCE BID # 76-13R \$7,148.00 TOTAL
3. COOPER GREEN MERCY HEALTH SERVICES FROM RADIOMETER AMERICA, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR PURCHASES FOR THE REMAINDER OF FYI 3.  
SAP PURCHASE ORDER # 2000068339 CHANGE ORDER \$ 7,150.00  
PURCHASE ORDER \$32,974.00 TOTAL
4. COOPER GREEN MERCY HEALTH SERVICES FROM BECKMAN COULTER, MIAMI, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR PURCHASES OF REAGENTS AND CONTROLS FOR THE

REMAINDER OF FY13. SAP PURCHASE ORDER # 2000068343 CHANGE ORDER \$ 7,000.00

REFERENCE BID # 204-10 PURCHASE ORDER \$32,000.00 TOTAL

CLARITY CONTRACT # CON-00001881

5. COOPER GREEN MERCY HEALTH SERVICES FROM BECKMAN COULTER, MIAMI, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY LEASE PAYMENTS FOR THE REMAINDER OF FY13.

SAP PURCHASE ORDER # 2000068755 CHANGE ORDER \$13,231.00 REFERENCE BID # 204-10

PURCHASE ORDER \$85,594.08 TOTAL CLARITY CONTRACT # CON-00001881

6. ENVIRONMENTAL SERVICES ADMINISTRATION FROM A T & T, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CELLULAR SERVICES. SAP PURCHASE ORDER # 2000070406

CHANGE ORDER \$ 1,425.00 STATE OF ALABAMA CONTRACT # T301

PURCHASE ORDER \$80,274.00 TOTAL

For Week of 5/28/13 - 6/3/13

1. GENERAL SERVICES FROM J. BRANDT RECOGNITION LTD, FORT WORTH, TX, TO RENEW CONTRACT FOR SERVICE PINS FOR THE PERIOD OF 6/6/13 - 6/8/14. SCHEDULED FOR REBID IN MAY OF 2014. REFERENCE BID # 121-11

2. ROADS AND TRANSPORTATION: ADMINISTRATION FROM ALABAMA TITLE AND INFORMATION SERVICES, BIRMINGHAM, AL FOR "TITLE COMMITMENTS" FOR PROPERTIES DESIGNATED BY RIGHT OF WAY FOR THE PERIOD 4/1/13 - 5/31/13. SAP PURCHASE ORDER # 2000073110. \$15,000.00 TOTAL

REFERENCE BID # 51-13

3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE REMAINDER OF FY13.

SAP PURCHASE ORDER # 2000069025 CHANGE ORDER \$10,000.00

PURCHASE ORDER \$80,000.00 TOTAL REFERENCE BID # 76-12

4. ENVIRONMENTAL SERVICES - VALLEY CREE WWTP FROM FLEXIM AMERICA CORPORATION, EDGEWOOD, NY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT.

SAP PURCHASE ORDER # 2000070841 CHANGE ORDER \$33.81 PURCHASE ORDER \$7,463.00 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

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Jun-4-2013-407

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTION REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 5/21/13 - 5/27/13

1. EXCEPTION FOR ENVIRONMENTAL SERVICES FROM INGENUITY, PELHAM, AL, TO PAY INVOICE #S JC022713- 05, JC030613-05 AND JC032213-05 FOR WEB DESIGN. SHOPPING CART # 1000195248 \$9,000.00 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

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Jun-13-2013-408

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 5/21/13 - 5/27/13 and 5/28/13 - 6/3/13, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

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STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Health Services - 2 participants

Minnie Winston	\$140.00
Deborah Pressley	\$140.00
The Oncology Nursing Society Chemotherapy & Biotherapy Birmingham, AL – January 29-30, 2013	

Revenue - 2 participants

Bruce Thompson	\$195.00
Michael Humber	\$195.00
Local Tax Options Pelham, AL – July 10-12, 2013	

Individual Staff Development

Tax Assessor - Birmingham

John Powe	(State funds)	\$1,461.41
Assn. of Alabama Tax Administrators Conference Orange Beach, AL – June 16-20, 2013		

Revenue

Wesley Moore	\$110.00
Special Issues for Sales & Use Tax Examination Training Class Hoover, AL – July 12, 2013	

For Information Only

Personnel Board

Vincent Curtis	\$4,241.50
New Horizons Birmingham Birmingham, AL – July 22-26 & August 5-9, 2013	

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the Staff Development be approved. Voting “Aye” Knight, Bowman, Brown and Carrington.

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BUDGET TRANSACTIONS

Budget Transactions

1. Roads & Transportation \$261.90  
Shift remaining funds needed and add purchasing memorandum to purchase a printer.

For Information Only

2. Personnel Board \$200  
Shift funds to capital equipment due to an increase in server prices after the shopping carts were sent through the bid process.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the Budget Transactions be approved. Voting “Aye” Knight, Bowman, Brown and Carrington.

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Jun-13-2013-409

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and Shadow Software, LLC to provide annual maintenance for Red Hat Linux Enterprise operating system used to run internet security tool for the period April 6, 2013 - April 5, 2014 in the amount of \$650.

CONTRACT NO.: 00003583

Contract Amendment No. 2

This Amendment to Contract entered into the 14<sup>th</sup> of May between Jefferson County, Alabama, hereinafter referred to as "the County, and Shadow Software, LLC, hereinafter referred to as the "Contractor" to provide Maintenance for Red Hat Enterprise Linux.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The original contract between the parties referenced above was approved by The Commission on March 8, 2011, recorded in MB 161, pages (s) 337-339; amendment 1 approved by Commission on April 10, 2012, recorded in MB 163, page 118, and is hereby amended as follows:

Item 3. Amend Terms of Agreement and Authorization to Perform Work: April 6, 2013 to April 5, 2014

All other terms and conditions of original contract and amendment I remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

SHADOW SOFTWARE, LLC

\_\_\_\_\_, Authorized Representative

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-410

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama and GHA Technology, Inc. to provide license upgrades for Net Flow Traffic Analyzer Module for Orion support used to monitor, analyze and report status of County network switches and data center servers for the period June 1, 2013 - May 30, 2014 in the amount of \$7,918.

CONTRACT NO.: 00003357

Contract Amendment No. 3

This Amendment to Contract entered into the 15<sup>th</sup> day of May 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and GHA Technology, Inc., hereinafter referred to as the "Contractor" to provide Solarwinds Net Flow Traffic Analyzer Maintenance and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The original contract between the parties referenced above was approved by The Commission on February 22, 2013, recorded in MB 161, pages (s) 291-292; amendment 1 approved by Commission on February 14, 2012, recorded in MB 162, page 584; Amendment 2 approved by Commission January 17, 2013, minute book 164, page 283, and is hereby amended as follows:

Item2. Amend Scope of Services: To incorporated GHA Technologies, Inc., Quotation Doc # 602353 - rev 1 of 1 in the amount of \$4,958.00 and Quotation # 602354- rev 1 of 1 in the amount of \$2,960.00 herein by reference and attached hereto as Exhibit A (on file in the Minute Clerk's Office).

All other terms and conditions of the original contract, amendments I and II remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

GHA TECHNOLOGIES, INC.

\_\_\_\_\_, Authorized Representative

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-23-2013-411

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to

the agreement between Jefferson County, Alabama and ADL Data Systems to provide software support and maintenance services for the period April 1, 2013 - June 30, 2013 in the amount of \$6,409.59, which allows Jefferson Rehabilitation & Health Center to maintain patient records and to bill for services.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to extend terms of agreement an additional ninety (90) days, if services cannot be completed within the above stated term.

Contract ID: 00003718

RFP: 24-08

AMENDMENT # 3 TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County" and ADL Data Systems, Inc., hereinafter called "the Contractor" to provide rehabilitation services for the JRHC.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract results from Jefferson County's Request for BID No. 24-08. The original contract between the parties referenced above, which was approved by the Commission on March 22, 2011 and recorded in MB 161, Page 382-385 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective April 1, 2013 through June 30, 2013.

Amend the Term of Compensation: The payment for the three months is \$6,406.59.

All other Terms and Conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONTRACTOR:

\_\_\_\_\_  
ADL Data Systems, Inc.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-412

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Standard Form of Agreement between Jefferson County, Alabama and Lathan Associates Architects, P. C. to provide architectural services for the Control Station Modifications - Third Floor at the Jefferson County Bessemer Jail in the amount of \$20,000.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-413

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Noorudin Dharani, Member/Store Manager; d/b/a Carls C Store located at 9317 Highway 79, Pinson, AL 35126 for a 050 - Retail Beer and a 070 Retail Wine (off-premise only) license, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

Jun-13-2013-414

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

- a. One Rain - Amendment No. 2 to provide software technical support for Servlet data collection and stand alone base station for the period April 1, 2013 - March 31, 2014 in the amount of \$1,500.
- b. Bennett Building , Inc. - Contract Revision No. 1 to increase compensation for the Tannehill State Park Community Storm Shelter (safe rooms), in the amount of \$10,100, from \$307,375 to \$317,475.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

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Jun-13-2013-415

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute the Workforce Investment Act Youth Agreement with Jefferson County Committee for Economic Opportunity (JCCEO). The agreement provides work experience and job readiness for up to 50 youth in a summer youth program. The agreement is in the amount of \$166,188.67 and is for the period May 20, 2013 through August 5, 2013.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

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Jun-13-2013-416

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this amendment to the agreement between Jefferson County, Alabama and Coston General Contractors, Inc., for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP). The modified amount shall be \$32,833.00. The amendment shall modify the scope to include the installation of a new septic tank pump and sewer line and tie to existing septic system, repair a leak in the water supply main line, and replace existing water supply line from the meter at Grasselli Road to the concession building and bathroom building. The new awarded amount shall be \$202,340.68. The amendment is also to extend the time of the contract 90 calendar days. The new completion date shall be July 5, 2013. All other terms and conditions shall remain the same. This project is from the 2009 program year.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Coston General Contractors, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY13. The effective date of this agreement shall be February June 26, 2012.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on June 26, 2012, in Minute Book 163, Page 296, is hereby amended as follows:

The purpose of this Amendment is to modify the scope of this project to include the installation of a new septic tank pump and sewer lines and tie to existing septic system, repair a leak in the water supply main line and replace existing water supply line from the meter at Grasselli Road to the concession building and toilet building. This Amendment shall also increase the construction time 90 additional days for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP). The cost associated with this modification shall be \$32,833.00. The new completion date shall be July 5, 2013. All other terms shall remain the same.

Change Order

Jefferson County, Alabama  
Office of Community Development

Project Name: Fairfield Forest Hills Park Improvements

Project No: CD09-03F-M01-FHP

Order No: 2

Date: May 8, 2013

The following change(s) is (are) hereby made to the contract by and between Jefferson County, Alabama and Coston General Contractors, Inc. dated October 8, 2012.

<u>Bid Item</u>	<u>Description of Changes</u>	<u>Change in Contract Amount</u>
Construction	Install new septic tank pump and sewer lines, tie to existing septic system	\$14,880.00
	Repair leak in water supply main line	\$ 1,715.00
	Replace existing water supply line from meter at Grasselli Road to Concession building and toilet building	\$16,238.00
	Net Change per this Order	\$ 32,833.00
	Prior Contract Amount	\$169,507.68
	Revised Contract Amount	\$202,340.68
	Net Change in Time per this Order	90 days
	Prior Construction Duration	180 days
	Revised Construction Duration	270 days

All work performed under this change shall be in accordance with contract requirements except as modified by this order

Accepted by \_\_\_\_\_, Contractor

Recommended by Robert N. Thompson, Architect

Approved by W. D. Carrington, President - Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-417

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for Workforce Investment Act Funds; and

WHEREAS, the grant assistance approved is \$3,601,451.00 for the period 7/1/2013 - 6/30/2015.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign WIA Grant Agreement No. 33-0.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-418

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Community & Economic Development is authorized to transfer Fourteen Thousand Six Hundred Nineteen & 92/100 Dollars (\$14,619.92) to the 2008 Housing Program Delivery budget and One Thousand Six Hundred Thirty Two & 87/100 Dollars (\$1,632.87) to the 2010 Housing Program Delivery budget. Funds will be transferred from 2008 and 2010 unprogrammed funds.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 120' of 8" water main on Dewey Barber Drive

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the Utility Permits be approved. Voting "Aye" Knight, Bowman, Brown and Carrington.

Jun-13-2013-419

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The bridge replacement of BIN 4911 on Minor Parkway (CR - 65) over Burlington Northern Railroad. (65' - 100' - 65' AASHTO) Project # BR - 3713( ), JCP 37-65-14P, CPMS Ref. # 100060249 which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 13<sup>th</sup> day of June, 2013.

ATTESTED:  
County Clerk

W. D. Carrington  
Chairman, County Commission

AGREEMENT FOR PRELIMINARY ENGINEERING ON A FEDERAL AID PROJECT  
BETWEEN THE STATE OF ALABAMA AND JEFFERSON COUNTY, ALABAMA

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Jefferson COUNTY; FEIN 63-6001579, hereinafter referred to as the COUNTY; in cooperation with the United State Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the preliminary engineering for the bridge replacement of BIN 4911 on Minor Parkway (CR - 65) over Burlington Northern Railroad. (65' - 100' - 65' AASHTO) Project # BR - 3713( ), JCP 37-65-14P, CPMS Ref. # 100060249

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover only the preliminary design engineering aspect for the proposed improvements in accordance with plans approved by the STATE.
- (2) The preliminary design engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA. The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost. Plans will be prepared by the COUNTY and approved by the STATE.
- (3) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.
- (4) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects. or delays of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, th COUNTY will reimburse and pay to the STATE a sum of money Federal funds expended under this Agreement.
- (5) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

Federal Funds	_____
Federal Funds (2011)	\$249,062.40
County Funds	\$ 62,265.60
Total	\$311,328.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.

- (6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (7) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.



- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The COUNTY will submit reimbursable invoices for work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (10) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (11) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- (13) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (14) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.
- (15) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (16) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (17) Exhibits M and N are attached and hereby made a part of this agreement.
- (18) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President - Jefferson County Commission  
STATE OF ALABAMA  
ACTING BY AND THROUGH THE  
ALABAMA DEPARTMENT OF TRANSPORTATION  
Chief Engineer  
Ronald L. Baldwin, P.E.

State County Transportation Engineer  
D.E. Phillips, Jr., P.E.

APPROVED AS TO FORM:

Jim Ippolito, Jr., Chief Counsel,  
Alabama Department of Transportation

Transportation Director  
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY OF \_\_\_\_\_, 20

GOVERNOR OF ALABAMA

ROBERT BENTLEY

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Neel Schaffer, Inc. to provide engineering services for the resurfacing of Floyd Bradford Road in the amount of \$77,474 - to be paid by the City of Trussville.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Neel-Schaffer, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete roadway construction plans, including corridor study, and geotechnical services for the resurfacing of Floyd Bradford Road from U.S. Highway 78 to Dollar Road in Jefferson County.

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

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

W I T N E S S E T H

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY, STATE and Federal Highway Administration.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will perform environmental studies, prepare required environmental documents, secure corridor approval, prepare necessary documents as required for ATRIP projects, and prepare contract road plans for the resurfacing of Floyd Bradford Road from U.S. Highway 78 to Dollar Road in Jefferson County, Alabama, a distance of approximately 3.52 miles. The work to be performed by the CONSULTANT will include the corridor studies; geotechnical services; and contract plans, all as follows:

SECTION 1 – CORRIDOR STUDIES

TASK A: PRELIMINARY CORRIDOR INVESTIGATIONS

- A-1 Study COUNTY supplied digital U.S.G.S. quadrangle maps and raster photography in conjunction with on-site review.
- A-2 Identify environmentally sensitive areas on base maps supplied by the COUNTY.
- A-3 Meet with the COUNTY to present the corridor base map with environmentally sensitive areas labeled.
- A-4 Assist COUNTY personnel in preparing Initial Scope of Work as required for ATRIP projects.

TASK B: ALTERNATIVE UPGRADING STUDIES

B-1 Perform Environmental Analysis as follows:

- 1. Conduct social, economic and environmental studies sufficient to comply with FHWA technical Advisory T6640.8A dated October 30, 1987 and 23 CFR, Part 771. The archaeological phase of the cultural resource survey will identify sites that will be affected by alternates carried forward in the environmental document. The cultural resource report will include a recommendation as to whether the archaeological sites are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a supplemental agreement may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. Reports and data justifying this determination must be supplied to the COUNTY along with a proposal for the work under the supplemental agreement. The CONSULTANT shall submit with his man-day proposal:

- a. A letter from the U.S. Fish and wildlife Services (Daphne Office), containing a list of the endangered and threatened species that may exist within the project area.
- b. Qualifications of personnel, either sub-consultant or in-house, who will perform endangered and threatened species work if threatened or endangered species are identified. Qualifications should indicate expertise with those species involved with the proposed project.

The CONSULTANT shall perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for each alternative under consideration. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the COUNTY may enter into a supplemental agreement with the CONSULTANT. Reports and data justifying this determination must be supplied to the COUNTY along with a proposal for the work under the supplemental agreement. Wetland delineation will be performed in accordance with the U.S. Army Corps of Engineers 1987 "Manual for Delineating Wetland". This

shall include the completion of delineation forms provided in the manual. Wetland Evaluation shall be performed in accordance with T6640.8A.

2. Furnish environmentally sensitive features and the cost for minimizing any adverse environmental effects for each alternate to be included in matrix to be developed by the STATE.

B-2 Review each feasible alternate design taking into consideration the social, economic, and environmental effects of each feasible alternate. Prepare for purpose of review by the STATE and COUNTY the required environmental document needed at this stage of the project. TASK C – ENGINEERING ANALYSIS ON SELECTED ALTERNATIVE

C-1 After selection of the preferred alternate by the STATE and COUNTY prepare a Project Engineering Record complying with all Federal Highway Administration guidelines and directives. Number of copies and distribution of the Project Engineering Record to be determined by the STATE. If it is determined that a different Environmental document is required, a supplemental agreement will be entered into to provide this additional work.

## SECTION 2 – GEOTECHNICAL SERVICES

The CONSULTANT will perform the following:

- A. Obtain six (6) asphalt cores to determine the in-place asphalt thickness and condition. Cores will be spaced in accordance with procedures outlined in Section 8 of ALDOT-392 for two-lane roadways.
- B. Complete hand auger borings in each core hole to determine the thickness of granular base and classify existing subgrade.
- C. Provide traffic control during coring operations.
- D. Transport samples to laboratory.
- E. Perform required laboratory testing in accordance with ASTM standards and procedures. Tests include moisture content, grain size determination, shrinkage limits, liquid limits, and plastic limits.
- F. Prepare a materials and pavement report in accordance with ALDOT BMT 390 procedures.
- G. Perform a distress survey of the pavement and prepare a pavement condition report.

## SECTION 3 – CONTRACT PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE'S "Guide for Developing Construction Plans" and "Guidelines for Operations."
- B. Study available traffic data to be furnished by the COUNTY, and reaffirm Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies including intersection and side road improvements and signalization requirements.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual or, in the absence of direction in the STATE Hydraulic Manual, then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars or as instructed by the STATE Hydraulic Engineer. Existing culverts to be analyzed and replaced if undersized. Stormwater treatment to be reviewed.
- D. The CONSULTANT will without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, COUNTY and the FHWA.
- E. The CONSULTANT, in the development of the designs, will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such a way as to create unreasonable hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles worksheets with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.
- G. The CONSULTANT will prepare Floodplain Studies for the project to include a "Risk Assessment" and "Risk Analysis" where applicable in the development of designs in accordance with the requirements of Federal Aid Program Guides, 23 CFR 650A. Also, the Form HYD-102 will have to be completed during the preliminary phase of project development.
- H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and specified in Chapter 2 of the STATE Hydraulic Manual.
- I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by ADEM for the application of a stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including all maps and drawings required for an NDPES Permit.
- J. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all work including grading, drainage, base, paving, striping, signing and signalization. Drainage structure information will be placed on the plans

according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE'S design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

K. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Streambed data acquired from a field survey should be used where applicable to establish and depict the streambed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.

L. Prepare designs and detailed contract plans at a horizontal Scale of 1" = 50' and vertical scale of 1" = 5', or as otherwise approved by the STATE and COUNTY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the STATE.

M. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection the CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY'S use and coordination with the utility companies.

The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

N. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

O. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the STATE and COUNTY.

P. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for Handling Traffic during Construction and a Sequence of Construction will be prepared for each set of contract plans.

Q. The CONSULTANT will coordinate these plans with existing and proposed plans of the STATE and the COUNTY.

R. The CONSULTANT will prepare plans using size and weight of pens and other drafting techniques that will facilitate the STATE'S development of one-half (1/2)-scale drawings. CADD file names and level structure shall be in accordance with ALDOT CADD Standards. All Electronic Design Information (alignments, DTMs, Templates, etc.) shall be completely compatible with the STATE'S current production versions of CADD software, Bentley's MicroStation 8 and InRoads Version 8.2. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

S. Following the Plan-In-Hand Inspection, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible mylars of utility plans along with the corresponding CADD Utility files, for use of the COUNTY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Intergraph Microstation Software and .DWG Format compatible with AutoCAD.

T. After the Plan-In-Hand Inspection, the CONSULTANT will prepare reproducible base maps showing property ties and ownerships for properties to be acquired and submit to the COUNTY with the latest recorded deeds, tract sketches and preliminary plans showing construction limits and acquired R.O.W. limits for the use of the COUNTY in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk in .DGN and .DWG format showing all base maps and acquired R.O.W. information.

U. Three separate plan reviews plus other reviews up to and including the P.S.&E., as required by the Alabama Department of Transportation Guide for Developing Construction Plans, will be conducted. The CONSULTANT will prepare and submit three (3) sets of selected plan sheets for requesting materials recommendations. The CONSULTANT will flag the project centerline and right-of-way, as required by the STATE, prior to each required on-site review. The CONSULTANT will prepare and submit seven (7) sets of plans for a 30% completion review, a Plan-In-Hand Inspection, and a P.S. & E. Inspection. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspection, the CONSULTANT will submit two (2) sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit one set of prints after Quality Control comments have been addressed for Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the P.S. & E. and final plan submittals. Final plan submittal will be Mylar plots, as well as electronic graphic files in .DGN format and InRoads or InXpress Files and quantity calculations.

V. Circulate required materials to appropriate agencies and government bodies for review and receive comments.

W. Identify hazardous waste sites along the proposed alignment.

X. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD). The CADD files are required to be completely compatible with the STATE'S current production version of CADD software, Bentley's MicroStation J and InRoads Version 8.2. The Consultant will also supply, to the COUNTY, CADD files in AutoCAD 2010 format.

#### SECTION 4 – UTILITY RELOCATION

The COUNTY will coordinate any required adjustments to utilities with the utilities companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual.

#### ARTICLE II – OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following:

- A. Provide all traffic data that is deemed necessary by the COUNTY. Perform traffic analysis and determine required lane lengths.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals, as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT with unit prices and/or per costs to be used in cost analysis.
- E. Provide additional survey work as deemed necessary.

#### ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

- A. Provide a copy of application portions of the State Hydraulic Manual and "Guidelines for Operations".
- B. Provide all traffic data which is deemed necessary by the State.
- C. Provide all available Digitized Quadrangle mapping, aerial mapping, aerial photography, preliminary plans layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.
- D. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- E. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- F. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

#### ARTICLE IV – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of both the survey data and written Notice to Proceed from the COUNTY.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within six (6) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

#### ARTICLE V – PAYMENT

##### SECTION 1 – FEES

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

- A. The Lump Sum of Twenty Three Thousand Six Hundred and 00/100 Dollars (\$23,600.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for corridor/design study.
- B. The Lump Sum of Seventeen Thousand Four Hundred Thirty and 00/100 Dollars (\$17,430.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for field survey.
- C. The Lump Sum of Thirty Six Thousand Four Hundred Forty Four and 00/100 Dollars (\$36,444.00) shall be total compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 3 of this AGREEMENT for roadway plans.
- D. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Seventy Seven Thousand Four Hundred Seventy Four and 00/100 Dollars (\$77,474.00).

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

##### SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

#### ARTICLE VI – MISCELLANEOUS PROVISIONS

##### SECTION 1 – CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within ten (10) days notify the COUNTY, in writing, and receive approval from the COUNTY prior to performing such extra work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of the contract will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT's fee will be negotiated and expressed by Supplemental Agreement.

#### SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this Agreement, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY.

All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

#### SECTION 3 – CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

#### SECTION 4 – DELAYS AND EXTENTIONS

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE IV – TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delays have occurred.

#### SECTION 5 – TERMINATION OR ABANDONMENT

A. The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT on an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.
3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

C. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to the COUNTY to complete the work.

#### SECTION 6 – CONTROVERSY

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

#### SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents, or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), from and against any and all loss, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions

of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate the CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage..... \$1,000,000  
Automobile and Truck Bodily Injury  
Liability and Property Damage Liability  
Insurance.....\$1,000,000

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

**SECTION 8 – GENERAL COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with the provisions of the Labor Law, All State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

**SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER**

There shall be no assignment, subletting or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

**SECTION 10 – EMPLOYMENT OF COUNTY WORKER**

- A. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the COUNTY.
- B. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- C. No COUNTY official, employee of the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

**SECTION 11 – CONTROL**

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

**SECTION 12 – CONDITIONS AFFECTING WORK**

- A. CONSULTANT shall be responsible for having taken steps reasonable necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions that can affect the work or the cost thereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractors are to maintain all books, documents papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY Government, and copies thereof shall be furnished if requested.
- B. During the performance of this contract, the Consultant for itself, its assignees and successors in interest, agree as follows:
  - 1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination

prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

2. Solicitations for Subcontractors, Including Procurements of and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to non-discrimination on the grounds of race, color or national origin.

3. Sanctions of Noncompliance: In the event of the, including but not limited to:

- a) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- b) Contract, in Cancellation, termination or suspension of the whole or in part.

ARTICLE VII

SECTION 1 – EXECUTORY CLAUSE

A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed Executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

B. The CONSULTANT, in accordance with this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee of the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of privilege applicable to any officer or employee of the COUNTY, including but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VIII

Statement of Compliance with Alabama Code Section 31-13-9.

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

ARTICLE IX

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

RECOMMENDED:	NEEL-SCHAFFER, INC.
Beth Kornegay	Chris Sellers
Chief Civil Engineer	Vice President/Engineer Manager
ATTEST:	JEFFERSON COUNTY, ALABAMA
Minute Clerk	W. D. Carrington, President - Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-421

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the County Traffic Engineer of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute a License Agreement between Jefferson County and the Miller Pipeline Corporation granting permission to rent two (2) Lots off Central Avenue in Homewood, AL for the purpose of storage of pipeline construction materials on county property. This License shall become effective on the first day of June, 2013 and shall expire on the 30<sup>th</sup> day of November, 2013 for a monthly fee of Five Hundred and no/100's dollars (\$500.00) due on or before the first day of June, 2013 and on the first of each month of the License term not to exceed six (6) months for a total amount of Three Thousand and no/100's dollars (\$3,000). A cancellation clause with thirty (30) days' written notice is included in this Agreement.

LICENSE AGREEMENT

This License, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 is made and entered into by and between the Miller Pipeline Corp., hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, referred to as "Licensor"

WITNESSETH:



WHEREAS, Licensee wishes to use Licensor's property located in Homewood, Alabama and more particularly described below, for the express use as Pipeline Construction Material Storage:

WHEREAS, Licensor is willing to issue a real estate license to the Licensee upon the following terms and conditions:

(1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to use this parcel exclusively for the purpose of storage of pipeline construction materials being more particularly described as follows:

Entire Parcel:

Lots 3 and 4 of Block 26 of South Birmingham Land Company's Survey as recorded in Map Book 3 Page 83 in the Office of Judge of Probate, Jefferson County, Alabama.

(2) This license shall become effective on the 1st day of June 2013 and shall expire on the 30th day of November 2013. Said period is hereinafter referred to as the "License Term."

(3) Licensee shall pay to Licensor a monthly fee hereunder, the sum of Five Hundred and No/100's ----- Dollars (\$500.00), due on or before the 1st day of June, 2013 and on the first of each month of the license term not to exceed 6 months.

(4) Licensee shall be permitted to construct and or install temporary structures upon said property. Permanent structures shall not be constructed on the premises.

(5) Licensee shall maintain the premises in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times). Silt screens will be maintained at all times to control siltation as required in Best Management Practices.

(6) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee will provide Licensor with a General Liability Policy in the amount of \$1,000,000 and shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omissions by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph (8) below.

(7) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipelines of every nature.

(8) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

(9) Licensee shall not suffer or permit any mechanic's or materialmen's liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanic's or materialmen's lien is filed against the Premises or other property of the Licensor, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action pertaining to mechanic's or materialmen's liens with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.

(10) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of thirty (30) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensor possession of the Premises. In the event of cancellation of this License by the Licensor, any unearned portion of the monthly fee will be promptly refunded to Licensee. Should Licensee request cancellation of this License, any unearned portion of the monthly fee will be refunded only if Licensee is denied access to the Premises due to unforeseeable circumstances or in the event that Federal, State or local statutes or laws are instituted that require removal of the structures prior to the end of the License Term.

(11) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have thirty (30) days in which to remove all structures placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making. Licensee shall remove all litter, junk; trash and debris (including debris from the use such as broken pipes or gravel) from the premises and redress and grass the premises before removing silt screens. Licensee shall remove and properly dispose of all soil contaminated by the use of the premises. If this License, or in default thereof, Licensor may remove said structures and restore the surface of the Premises at the sole expense and liability of Licensee.

(12) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(13) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.

(14) By signing this agreement, Licensee affirms 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, violation of this provision shall be deemed a breach of the agreement and Licensee shall be responsible for all damages resulting therefrom.

(15) The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this License Agreement shall be the Circuit Court of Jefferson County, Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESS: \_\_\_\_\_  
Miller Pipeline Corp.

WITNESS: \_\_\_\_\_  
JEFFERSON COUNTY, ALABAMA  
W.D. Carrington, President  
Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-422

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Taylor Shop Road just north of the Debbie Drive intersection to remove and replace a collapsed corrugated metal storm drain pipe beginning Monday, June 17, 2013 and expected to be completed and the road reopened by Friday, June 21, 2013.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-13-2013-423

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission supports the proposed ATRIP Project by the cities of Hoover, Mountain Brook and Vestavia Hills relating to the re-paving of Rocky Ridge Road (hereinafter, "the Project"). In the event the Project is approved by Alabama Department of Transportation, the Jefferson County Commission agrees to participate in the Project by providing a portion of the 20% local matching funds. Said County contribution shall equal the total cost of the Project (including preliminary engineering) of \$2,677,308.69 multiplied by a number equal to the Project lane miles in unincorporated Jefferson County divided by the total Project lane miles. The County's contribution is estimated to be approximately \$133,250.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Motion was made by Commissioner Bowman seconded by Commissioner Brown that the following items be added as New Business. Voting "Aye" Bowman, Brown, Carrington and Knight.

\_\_\_\_\_  
Jun-13-2013-424

WHEREAS, on April 11, 2013, the Alabama Department of Senior Services awarded the Jefferson County Office of Senior Citizen Services \$8,300 in grant funds to be used to supplement Older American Act funding for outreach and to promote the development of physical and mental activities of seniors in our region; and

WHEREAS, on May 14, 2013, the Alabama Department of Senior Services awarded the Jefferson County Office of Senior Citizen Services an additional \$1,000 to be used to supplement Older American Act funding for outreach and to promote the development of physical and mental activities of seniors at the Shepherd Senior Center; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funding in the amount of \$9,300 from the Alabama Department of Senior Services.

Motion was made by Commissioner Bowman seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Bowman, Knight, Brown and Carrington.

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Jun-13-2013-425

WHEREAS, the Jefferson County has received a Notice of Grant Award (NGA) from the Alabama Department of Senior Services for the SHIP Grant 2\*129; and

WHEREAS, the original grant award was in the amount of \$83,894 and the additional grant award is in the amount of \$2,371 for a total of \$85,265.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the additional SHIP Performance funds in the amount of \$2,371 for the Budget Period April 1, 2012 - March 31, 2013.

Motion was made by Commissioner Bowman seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Bowman, Knight, Brown and Carrington.

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Jun-13-2013-426

WHEREAS, the Alabama Department of Senior Services (ADSS) has awarded grant funds in the amount of \$1,67,749 under the Title III Older Americans Act to the Jefferson County Office of Senior Citizen Services (OSCS) for the period October 1, 2012 - September 30, 2015; and

WHEREAS, ADSS has awarded additional grant funds in the amount of \$34,146.55 to OSCS for meals.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds in the amount of \$34,146.55 from the Alabama Department of Senior Citizens which brings to a total of \$1,201,895.55 in grant funding for the aforementioned budget period.

Motion was made by Commissioner Bowman seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Bowman, Knight, Brown and Carrington.

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Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that an Executive Session be convened. Voting "Aye" Bowman, Brown, Carrington and Knight.

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, June 27, 2013.

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President

ATTEST

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Minute Clerk