



**SHELBY COUNTY COMMISSION
AUGUST 24, 2020
MINUTES**

STATE OF ALABAMA
COUNTY OF SHELBY

The Shelby County Commission of Shelby County, Alabama, met at the County Administration Building in the City of Columbiana, Alabama, at 6:00 P.M., Monday, August 24, 2020. The meeting was called to order by Commissioner Bearden. The invocation was given followed by the Pledge of Allegiance. Roll was called and the following members were present:

PRESENT

Commissioner Lindsey Allison
Commissioner Elwyn Bearden
Commissioner Tommy Edwards
Commissioner Robbie Hayes
Commissioner Kevin Morris
Commissioner Jon Parker
Commissioner Rick Shepherd
Commissioner Mike Vest
Commissioner Ward Williams

ABSENT

**APPROVAL OF MINUTES OF AUGUST 10, 2020
RESOLUTION 2020-08-24-01**

MOTION: Commissioner Shepherd -Motion to approve the Minutes from August 10, 2020 as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous **MOTION CARRIED**

**APPROVAL OF BILLS, REQUISITIONS, AND CHECK REGISTER
GOVERNMENTAL FUNDS AND PROPRIETARY FUNDS
RESOLUTION 2020-08-24-02**

MOTION: Commissioner Hayes – Motion to approve the Bills, Requisitions and Check Register for Government and Proprietary Funds
SECOND: Commissioner Shepherd
VOTE ON MOTION: Unanimous **MOTION CARRIED**

**BUDGET, FINANCE & LEGAL
AIRPORT MANAGEMENT SOFTWARE
RESOLUTION 2020-08-24-03**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-03 as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-03

BE IT RESOLVED, that the Shelby County Commission hereby records that only one bid was received for Airport Management Software and Electronic Fuel Metering Equipment. Therefore, the bid will be negotiated as outlined by the State of Alabama Bid Law.

Said eBid 3030-08-6-11097 is located within the County Manager’s Office.

**GUARDRAIL REPAIR & REPLACEMENT
RESOLUTION 2020-08-24-04**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-04 as presented
SECOND: Commissioner Williams
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-04

BE IT RESOLVED, that the Shelby County Commission hereby records the administrative bid award made by the County Manager for Guardrail Repair and Replacement at Various locations. The bid was awarded to the only responsive bidder, Alabama Guardrail, Inc. in the amount of \$38,762.50 as attached.

Said eBid 2020-08-24-11104 is located within the County Manager’s Office.

**EROSION CONTROL
RESOLUTION 2020-08-24-05**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-05 as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-05

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Erosion Control Materials to the lowest overall responsive bidder, Grogreen Solutions as attached.

Said eBid 2020-7-11106 is located within the County Manager’s Office.

**DIESEL EXHAUST FLUID – BULK
RESOLUTION 2020-08-24-06**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-06 as presented
SECOND: Commissioner Vest
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-06

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Diesel Exhaust Fluid to the only responsive bidder, McPherson Companies, Inc. - Kleen DEF at \$1.50 per gallon.

Said eBid 2020-7-11107 is located within the County Manager’s Office.

**CUSTOM REACTIVATION OF GRANULAR ACTIVATED
CARBON – SWTP
RESOLUTION 2020-08-24-07**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-07 as presented
SECOND: Commissioner Vest
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-07

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Custom Reactivation of GAC Media in Two (2) Filters at South Water Treatment Plant to the lowest overall responsive bidder, Carbon Activated Corporation, as follows:

Vendor	Lump Sum for Removal, Transportation, Reactivation, and Installation of GAC Media in Two (2) Filters at South WTP	Unit Price (per Pound) for Additional Virgin Material above 15% makeup
Carbon Activated Corporation	\$162,900.00	\$1.30 per Pound
Calgon Carbon Corp.	\$165,795.00	\$1.03 per Pound

Said Ebid# 2020-6-11101 is located within the County Manager’s Office.

**CUSTOMER REACTIVATION OF GRANULAR ACTIVATED
CARBON – TALLADEGA/SHELBY PLANT
RESOLUTION 2020-08-24-08**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-08 as presented
SECOND: Commissioner Hayes
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-08

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Custom Reactivation of GAC Media in Two (2) Filters at Talladega/Shelby Water Treatment Plant to the only responsive bidder to Carbon Activated Corporation, see bid tabulation below:

Vendor	Lump Sum for Removal, Transportation, Reactivation, and Installation of GAC Media in Two (2) Filters at Talladega/Shelby WTP	Unit Price (per Pound) for Additional Virgin Material above 15% makeup
Carbon Activated Corporation	\$114,850.00	\$1.25 per Pound

Said Ebid# 2020-7-11102 is located within the County Manager’s Office.

**REMOVAL AND INSTALLATION OF NEW BOOSTER PUMP AT B-2S
RESOLUTION 2020-08-24-09**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-09 as presented

SECOND: Commissioner Edwards

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2020-08-24-09

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Removal and Installation of New Booster Pump at B-2S Booster Station to the overall lowest responsive bidder to Morin Repair Services, see bid tabulation below:

Vendor	Pump	Removal & Install	Grand Total
Morin Repair Services	\$33,780.00	\$7,200.00	\$40,980.00
Power Test, Inc. d/b/a Pivotal Pumps*	\$39,305.00	\$20,605.00	\$59,910.00
McAbee Construction, Inc.**	\$54,280.00	\$8,420.00	\$62,700.00
Mark Johnson Construction, Inc.*	\$45,000.00	\$21,949.00	\$66,949.00

Said Ebid# 2020-6-11100 is located within the County Manager’s Office.

*Vendor did not acknowledge receipt of Addendums as required by the bid.

**Vendor did not include submittals as required – Pump performance curve, Dimensional information for the pump, list of exceptions, Paint system and color selection, Certified pump curve, and O & M information.

**TALLADEGA/SHELBY WATER TREATMENT PLANT
BUILDING IMPROVEMENTS
RESOLUTION 2020-08-24-10**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-10 as presented

SECOND: Commissioner Vest

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2020-08-24-10

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Talladega/Shelby Water Treatment Plant Building Improvements to the lowest responsive bidder to David Acton Building, see bid tabulation below:

				David Acton Building Corporation		Goodgame Company, Inc.		Mark Johnson Construction, LLC.	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lump Sum	Plant Improvements	\$565,000.00	\$565,000.00	\$724,434.00	\$724,434.00	\$802,100.00	\$802,100.00
2	6000	Board Feet	Replacement of Existing Timber Framing	\$3.50	\$21,000.00	\$9.10	\$54,600.00	\$20.00	\$120,000.00
3	1000	Board Feet	Replacement of Existing Truss Framing	\$25.00	\$25,000.00	\$23.50	\$23,500.00	\$45.00	\$45,000.00
4	1	Lump Sum	Electrical	\$125,000.00	\$125,000.00	\$150,000.00	\$150,000.00	\$120,000.00	\$120,000.00
5	1	Lump Sum	Mobilization	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
			Envelope Adder/Deduct		\$10,000.00		<\$43,500.00>		N/A
			Total Base Bid for Project		\$756,000.00		\$919,034.00		\$1,097,100.00

ALTERNATE ADDER TO BASE BID				David Acton Building Corporation		Goodgame Company, Inc.		Mark Johnson Construction, LLC.	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
6	N/A	Board Feet	Pressure Treated Timbers Adder	\$4.00	N/A	\$4.75	N/A	\$0.43	N/A

Said Ebid# 2020-7-11103 is located within the County Manager’s Office.

**MANAGED PRINT SERVICES
RESOLUTION 2020-08-24-11**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-11 as presented
SECOND: Commissioner Shepherd
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-11

BE IT RESOLVED, that the Shelby County Commission hereby records the bid award made by the County Manager for Print Management Services. The bid was awarded to the lowest responsive bidder, Kyocera Document Solutions Alabama as attached.

Said eBid 2020-7-11105 is located within the County Manager’s Office.

**LAW ENFORCEMENT SAFETY GEAR
RESOLUTION 2020-08-24-12**

MOTION: Commissioner Allison – Motion to approve Resolution 2020-08-24-12 as presented
SECOND: Commissioner Morris
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 2020-08-24-12

BE IT RESOLVED, that the Shelby County Commission hereby awards the bid for Law Enforcement Safety Equipment to the lowest responsive bidder for each item as attached.

Said eBid 2020-7-11108 is located within the County Manager's Office.

**ROADS AND TRANSPORTATION
ZAYO GROUP, LLC – ANNUAL RIGHT-OF-WAY AGREEMENT
RESOLUTION 2020-08-24-13**

MOTION: Commissioner Vest – Motion to approve Resolution 2020-08-24-13 as presented

SECOND: Commissioner Williams

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2020-08-24-13

BE IT RESOLVED, that the Shelby County Commission hereby approves the attached Annual Right of Way Agreement between Shelby County Commission and Zayo Group, LLC.

**MOTION TO WAIVE THE RULES
RESOLUTION 2020-08-24-14**

MOTION: Commissioner Hayes - Motion to waive the rules to vote on an item not on the agenda

SECOND: Commissioner Vest

VOTE ON MOTION: Unanimous

MOTION CARRIED

**GOVERNMENT LIAISON & PERSONNEL
RESOLUTION HONORING JR HENDERSON
RESOLUTION 2020-08-24-14**

MOTION: Commissioner Hayes - Motion to approve Resolution 2020-08-24-14 as presented

SECOND: Commissioner Vest

VOTE ON MOTION: Unanimous

MOTION CARRIED

RESOLUTION 2020-08-24-14

WHEREAS, James Rufus Henderson (JR), has served Shelby County and its citizens with technical geodetic distinction, trigonometric dedication, photogrammetric excellence, orthophotographic merit, cadastral preeminence and an untiring effort during his thirty-six (36) years of service as Shelby County's chief mapper, and he has worked diligently and given of his skills and talents above and beyond that required; and

WHEREAS, JR Henderson, has three loving daughters, Jessica, Leeanna and Kathryn; and

WHEREAS, JR Henderson is a State Certified Mapper and started a Shelby County geographic technical advisory group (GTAG) to keep the County and all our governmental partners involved with spatial data accuracy and sharing; and

WHEREAS, JR Henderson has served honorably creating data exchange agreements with over 100 entities to share County geodetic information between partners; and

WHEREAS, JR Henderson has maintained the accuracy and integrity of the County's parcel fabric to the planimetric controls that have been integrated into our enterprise GIS systems across these 36 years. Our County GIS footprint continues to grow due to his professionalism and initiative to produce an innovative and quality work product produced by himself and those that he managed. This ultimately provides the citizens of Shelby County and beyond with a more efficient government and in many cases improves our life safety workflows at the same time; and

WHEREAS, JR Henderson has exhibited strong and progressive leadership on behalf of Shelby County and its citizens across a wide range of technical GIS and mapping endeavors:

NOW, THEREFORE BE IT RESOLVED BY THE SHELBY COUNTY COMMISSION

That JR Henderson is hereby with gratitude officially commended and thanked for his exceptional record of professional achievement and dedicated service; It is further ordered and directed that his beloved daughters shall receive a copy of this Resolution as further evidence of the admiration and appreciation of all of Shelby County, along with best wishes for good health and happiness during his years of well-deserved retirement.

**MOTION TO ADJOURN
RESOLUTION 2020-08-24-15**

MOTION: Commissioner Hayes – There being no further business to come before the Commission, move to adjourn this 24TH day of August, 2020 at 6:35 P.M.

SECOND: Commissioner Edwards

VOTE ON MOTION: Unanimous

MOTION CARRIED

READ & APPROVED:

COMMISSIONER LINDSEY ALLISON

COMMISSIONER ELWYN BEARDEN

COMMISSIONER TOMMY EDWARDS

COMMISSIONER ROBBIE HAYES

COMMISSIONER KEVIN MORRIS

COMMISSIONER JON PARKER

COMMISSIONER RICK SHEPHERD

COMMISSIONER MIKE VEST

COMMISSIONER WARD WILLIAMS

ANNUAL RIGHT OF WAY AGREEMENT

THIS AGREEMENT effective as of _____, 2020, by and between the **COUNTY of SHELBY, ALABAMA**, a municipal corporation, (hereinafter referred to as the "County") and **Zayo Group, LLC**, a Delaware limited liability company, whose address is 1805 29th Street, Suite 2050, Boulder, Colorado 80301 (hereinafter referred to as the "Company").

WHEREAS the County has and reserves the right to exercise control over the highways, streets, alleys and public places and to require County's consent before using such highways, streets, alleys, and public places; and

WHEREAS State law, confers to the County certain rights and requirements for use of the public ways of County; and

WHEREAS the Company has requested from County an agreement to use the streets and public ways of the County to conduct business as a communications services provider; and

WHEREAS the County and the Company desire to outline the terms of the agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the County and Company enter into this Agreement and agree as follows:

SECTION 1. GRANT OF NON-EXCLUSIVE AGREEMENT. A non-exclusive agreement is hereby granted to Company to construct, maintain and operate in, over, under, across and through the public rights-of-way of the County for which County has a written right-of-way, a fiber-based communications system within the County and any future additions, thereto, the duration of this agreement to be a period of one (1) year, renewing on an annual basis unless otherwise terminated as noted herein, thereto to commence on the effective date first written above. The grant of this non-exclusive agreement is for the use by the Company for the purpose of providing telecommunication and communications services, including leasing of facilities, to customer locations within the County as may be authorized by the Alabama Public Service Commission or federal law, other than cable and wireless services as defined below. Company shall not provide services directly regulated by the Alabama Public Service Commission (PSC) unless authorized by the PSC, provided that Company shall discuss any such services with the County and take steps to address any concerns the County may have regarding whether any additional authorization from the County is required under this Agreement or applicable law. Company is permitted to operate a telecommunications system as defined by the Telecommunications Act of 1996. Company shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521 et seq., as amended) without first having obtained a separate cable franchise with the County. Company

shall not operate as provider of commercial mobile radio services or other such wireless services without first having obtained any required authorization from the County.

When used herein, the term "facilities" shall mean all or any part of a network of fiber optic cables and all related property, including but not limited to, conduit, carrier pipe, fiber optic cables, poles, handholes, manholes, repeaters, power sources, and other attachments and appurtenances necessary for the fiber-based communications system and located within the County's rights of way. For purposes of this Agreement, the term "facilities" excludes "microcell" facilities, "small cell facilities," and "macrocell" facilities, including towers, and new base stations and other similar facilities used solely for the provision of personal wireless services.

The term of this Agreement shall be one (1) year from the date of signature. The agreement shall be renewed automatically yearly on the same terms and conditions set forth herein, unless either party provides written notice terminating the agreement 120 days prior to the yearly expiration date. The parties may mutually agree to terminate this Agreement at any time by entering into a mutually-agreed written instrument of termination. If the parties enter into a successor agreement, then this Agreement shall be automatically terminated and superseded by the successor agreement upon the effective date thereof without any further action required of either party, and the parties respective rights and responsibilities with respect to Company's use of public right-of-way shall be governed thereafter by said successor agreement as provided therein.

SECTION 2. GENERAL TERMS. Company, for the duration of this agreement and upon obtaining from the County a site-specific written permit and for the purposes hereinabove expressed, shall have the privilege to construct, operate, lease, and maintain facilities and to make any and all necessary excavations therefore, in, over, under, across and through all or any of the portions of the streets, alleys, avenues or public ways of the County and to utilize, with permission of the affected utility companies, their facilities within public rights-of-way for the purpose of operating a fiber-based communications system within the County, to be exercised in such manner only, however, as to offer the least interference with the public use of said streets, alleys, avenues and public ways; and Company shall be subject to and shall comply with all laws and ordinances of the County and shall be further subject to and shall comply with all the rules, regulations and other restrictions of the County set forth herein or set forth in County's separate rules and regulations addressing utilities within the County right-of-way, as the same may be modified over time. The granting of this agreement shall not prohibit the County from granting other non-exclusive franchises or otherwise allowing or making other uses of the County's rights-of-way. The granting of this agreement shall in no way interfere with or hinder the use by the County of the rights-of-way for any purpose.

SECTION 3. CONSTRUCTION OF FACILITIES.

(a) All work shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Company in strict conformity with the laws, permit requirements, and regulations of the County in effect at the time of such excavation or other work. Company shall obtain any required permits in accordance with County code or procedures. In the event such requirements and specifications conflict with the legal requirements of any federal or state law or regulation, such legal requirements shall govern on all points of conflict, but in all other

respects the County's requirements and specifications shall apply.

(b) In emergencies involving service outages, Company shall proceed with all necessary operations without first obtaining the permit, but shall obtain the required permit at its earliest opportunity.

(c) Immediately upon completion of repairs or installation of any facility, Company shall refill and compact any trench or excavation to the standards required by the County and, if applicable, the State of Alabama Department of Transportation's "Standard Specifications of Roads and Structures." Company shall promptly restore or replace any pavement, sidewalk, curb, gutter, grass, landscaping material or other materials or structure damaged in the course of its work at Company's sole expense to the condition in which it previously existed (or better, for example, through use of new materials or new construction), to the County's reasonable satisfaction.

(d) In any case where a public right-of-way is being excavated, disturbed or encumbered by Company, Company shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present. Nothing in this paragraph shall alter or waive any rights enjoyed by Company or any other party under Alabama's underground damage prevention law (Ala. Code Title 37, Section 37-15-1, -11).

SECTION 4. RELOCATION OF FACILITIES. The use herein allowed is subject to the needs and requirements of the County in the operation of its right-of-way and in the improvement and use of its property. Company shall timely relocate at no expense to the County any facilities installed or maintained in, on or under any right-of-way, as may be reasonably necessary to facilitate any legitimate public purpose whenever directed to do so by County. Nothing in this Agreement is intended to eliminate or waive any right Company may have to reimbursement from other entities other than the County under applicable law or the terms of any public funding grant for a project, and Company specifically waives its right to any reimbursement amounts due or payable directly or indirectly by the County or which will be charged against the County in any way.

SECTION 5. COMPANY FEE: CONDITIONS.

The County shall not levy any tax, rent, fee or charge on Company's activities conducted under this Agreement except for such taxes, rents, fees, or other charges (e.g., permitting fees) as are applied by the County on a nondiscriminatory basis to the use of the ROW for provision of telecommunications services by telecommunications providers under any lawful County code or ordinance. Company shall, however, be responsible for reporting and paying any ad valorem taxes which may lawfully be levied on its facilities.

SECTION 6. INDEMNIFICATION. In consideration for the permissions herein granted, Company hereby agrees to indemnify, defend and hold harmless the County (including its County Commissioners, appointed boards and commissions, officials, officers and employees) from all claims of any kind and nature resulting from personal injury to any person or damage to property arising out of the negligent acts or omissions or willful misconduct of Company while exercising any of the rights or privileges granted by this agreement or resulting therefrom. This obligation is contingent upon the County giving Company prompt notice of any such claim, and full cooperation in Company's defense of the same, and does not apply to any settlement, release or compromise entered into by County without Company's prior written consent. The terms and provisions of this section are intended to be for the benefit of the County and Company and are not intended to be for the benefit of any third party. Notwithstanding the foregoing, Company should not be obligated to indemnify the County for Claims resulting solely from the negligent or willful acts of the County or its duly authorized Representatives. In no event shall either party be liable to the other party for any incidental, special, punitive, or consequential damages arising out of or in connection with this Agreement.

SECTION 7. BOND OR CERTIFICATE OF DEPOSIT. Company shall obtain and maintain, or cause to be obtained and maintained, during the entire term of the agreement, a corporate surety bond, or certificate(s) of deposit assigned to the County in the amount of Twenty-Five Thousand Dollars (\$25,000), both to guarantee the timely construction and full activation of Company's system and to secure the faithful performance of Company of all its obligations provided under the agreement.

SECTION 8. INSURANCE REQUIREMENTS. Company shall at all times comply with the insurance requirements set forth in Exhibit A, attached hereto and incorporated herein, and upon request (and prior to undertaking any work in the ROW), provide the County with certificates evidencing such coverages.

SECTION 9. ASSIGNMENT. This Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the County, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, prior consent shall not be required for transfer to any company which is owned or controlled or under common control and with the same direct parent as Company, and which is intended after such transfer to remain under the ownership or control of that parent or an entity under common control or with the same direct parent. The new Company shall be equally subject to all the obligations and privileges of this Agreement including any amendments, which will remain in effect, as if the new Company was the original Company. Further, the County must be provided with written notice within 60-days of the assignment.

SECTION 10. FORFEITURE AND TERMINATION. In addition to all other rights

and powers of the County, the County reserves the right to forfeit and terminate this agreement and all rights and privileges of the Company in the event of a material breach of its terms. The County shall notify the Company in writing of any breach specifying the nature of the breach. The Company shall have thirty (30) days after the date of such notice to come back into compliance unless such period is extended by the County. For any period of performance or cure under this Agreement, the time period within which Company is to perform or cure, as the case may be, shall be extended, without liability to Company, for at least as long as Company's ability to perform or cure is delayed for reasons beyond Company's control provided that Company shall employ all commercially reasonable efforts to eliminate or mitigate the impact of said reasons and to thereafter reasonably accelerate, where feasible, its performance or cure.

SECTION 11. CONFIDENTIALITY. To the fullest extent permissible under applicable law, the County shall protect from disclosure any confidential, proprietary information, including maps, submitted to or made available by the Company to the County under this Agreement, provided that the Company clearly labels the information which the Company deems to be confidential, proprietary information as such. It is understood that the County subject to public records disclosure rights, duties and obligations established by Alabama Code. All parties understand that the County must and will comply with appropriate open records and public writings requests

SECTION 12. RESERVATION OF RIGHTS. It is hereby reserved to Company and to County every right and privilege available to Company and to County under applicable law, and Company and County by its execution of this Agreement, shall not be deemed in any way to waive, relinquish, release or abrogate any of its lawful rights and privileges.

SECTION 13. ALABAMA LAW GOVERNS. In any controversy or dispute under this agreement, the laws of the State of Alabama and any applicable federal law shall apply to the extent such law has not been superseded or preempted.

SECTION 14, NOTICE. Any notice required or permitted under this agreement shall be deemed given if sent by (a) registered or certified mail, return receipt requested, postage prepaid, or (b) nationally recognized overnight courier with a tracking capability, and addressed as follows:

To the County:

Scott Holladay, P.E. Federal Aid & Infrastructure Management
Ray Building
506 Hwy. 70
Second Floor Columbiana, AL 35051
Tel: (205) 669-3880

To the Company:

Zayo Group, LLC

Attn: Senior Director, Underlying Rights – Central Region
1805 29th Street, Suite 2050
Boulder, CO 80301

With a Copy to:
Zayo Group, LLC
Attn: General Counsel – Central Region
1805 29th Street, Suite 2050
Boulder, CO 80301

Emergencies:
Network Operations Center & Repair
Phone: (888) 404 9296
E-mail: zayoncc@zayo.com

or such other address as may be designated in the future in writing by either party. Notices shall be effective on the date of delivery.

SECTION 15. EFFECTIVE DATE AND PUBLICATION. This agreement shall take effect immediately upon signature.

SECTION 16. MODIFICATION. This agreement, including all documents specifically incorporated herein, cannot be changed orally but only by an agreement in writing properly executed by the parties.

SECTION 17. SEVERABILITY. Should any part, term or provision of this agreement be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this agreement.

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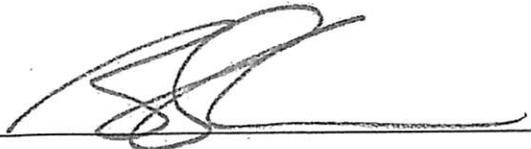
IN WITNESS WHEREOF, the parties have executed this agreement as of the _____ day of _____, 2020.

County of Shelby, a municipal corporation

By: _____

Its: _____

ATTEST



Zayo Group, LLC

By: Brandon Reed

Its: VP - VLR to Gov Relations



GILLIAN LEYTHAM

Witness

Exhibit A - Insurance Requirements

A. The Company shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Company, or its employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The County shall be included as an additional insured as their interest may appear under this Agreement under the Company's Commercial General Liability insurance policy with respect to the work performed under this Agreement using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.
3. Professional Liability insurance with limits \$1,000,000.00 per claim and aggregate covering the negligent actions of the Company in the performance of professional services under this Agreement.
4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Arizona and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. The insurance policies shall be primary insurance as respects the County. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be in excess of the Company's insurance and shall not contribute with it.

C. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the County with thirty (30) days' prior written notice of Cancellation.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. Company shall furnish the County with certificate of insurance and blanket additional insured endorsements evidencing the insurance requirements of Company before commencement of the work.

F. Company shall have the right to self-insure any or all of the above-required insurance.

G. Company's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy to which the County is otherwise entitled at law or in equity.

SHELBY COUNTY PROJECT NUMBER	FISCAL YEAR	SHEET NO.	LAST SHEET
SCP 59-916-20	2020	3	4

SUMMARY OF QUANTITIES

BID SHEET

PAY ITEM	DESCRIPTION OF ITEM	UNIT	UNIT PRICE	QUANTITY	AMOUNT
206D-001	Removing Guardrail	LF	\$ 5.00	262.5	\$ 1,312.50
206E-008	Removing End Anchor (All Type)	EA	\$ 300.00	8	\$ 2,400.00
630A-001	Steel Beam Guardrail, Class A, Type 2	LF	\$ 28.00	262.5	\$ 7,350.00
630C-050	Guardrail End Anchor, Type-20 Series	EA	\$ 3,400.00	8	\$ 27,200.00
631C-010	Guardrail Reset	LF	\$ 20.00	25	\$ 500.00
					\$ 38,762.50

NOTES:

1. Price quote is currently for fifteen (15) locations and quantities listed above covering all of Shelby County, AL. It is estimated that there could be an additional, but not limited to, twelve (12) sites added as damages occur from vehicle crashes.
2. As new sites are identified through the contract year, the Engineer will notify the Contractor of the needed safety repairs. Additional time for completion will be granted to the Contractor.
3. Emergency repairs shall be made in an expedient and timely manner once the Contractor has been notified by Shelby County.
4. The Contractor shall extend this Bid and price quote for twelve (12) months following acceptance of the Bid.
5. ALDOT Specifications, Special & Standard Highway Drawings, and MSDSAR (QPL) can be downloaded from:

<https://alletting.dot.state.al.us/Docs/Standard Drawings/2020%20English/STDUS20 LEGEND.pdf>

https://www.dot.state.al.us/mtweb/Testing/MSDSAR/msdsar_index.html

<https://www.dot.state.al.us/conweb/specifications.html>

6. MUTCD figures and applications can be downloaded from <https://mutcd.fhwa.dot.gov/>

EROSION CONTROL MATERIALS

Item Description	Sunshine Supply		Agri - Universal		SiteOne Landscape		Grogreen Solutions	
Erosion Control Netting (S3-C2)	\$0.28	\$28.00	\$0.28	\$28.00		\$32.00	\$0.235	\$23.50
Erosion Control Netting (S2)	\$0.31	\$31.00	\$0.33	\$32.50	no bid	no bid	\$0.275	\$27.50
Erosion Control Netting (C10)	\$2.40	\$192.00	\$2.50	\$250.00	no bid	no bid	\$1.795	\$179.50
Jute Netting	\$0.63	\$63.00	\$0.65	\$65.00		\$75.00	\$0.58	\$58.00
BX-1200 Geogrid - Equiv. to Tensar BX-1200	\$1.50	\$358.65	\$1.55	\$370.45	no bid	no bid	no bid	no bid
Pre-Fab Silt Fence 13 post	\$0.25	\$25.00	\$0.20	\$20.00		\$24.00	\$0.1525	\$15.25
Type "A" Silt Fence ALDOT	\$0.79	\$260.70	\$0.82	\$270.60	no bid	no bid	\$0.71	\$235.00
Non-Woven Geotextile (12.5' Width) (205 lb. Min. Grab Tensile Strength)	no bid	no bid	no bid	no bid	no bid	no bid	\$0.75	\$375.00
Non-Woven Geotextile (15' Width) (205 lb. Min. Grab Tensile Strength)	\$0.84	\$420.00	\$0.85	\$425.00	no bid	no bid	\$0.75	\$375.00
Non-Woven Geotextile (12.5' Width) (160 lb. Min. Grab Tensile Strength)	no bid	no bid	no bid	no bid	no bid	no bid	\$0.65	\$325.00
Non-Woven Geotextile (15' Width) (160 lb. Min. Grab Tensile Strength)	\$0.75	\$375.00	\$0.75	\$375.00	no bid	no bid	\$0.65	\$325.00
Non-Woven Geotextile (15' Width) (200 lb. Min. Grab Tensile Strength)	no bid	no bid	\$0.60	\$360.00	no bid	no bid	\$0.567	\$340.00

EROSION CONTROL MATERIALS

Item Description	Sunshine Supply		Agri - Universal		SiteOne Landscape		Grogreen Solutions	
Wattles (9 X 25 diameter)	\$1.00	\$25.00	\$1.00	\$25.00		\$39.25	\$0.80	\$20.00
Wattles (12 X 10 diameter)	\$1.45	\$14.50	\$1.50	\$15.00		\$14.00	\$1.250	\$12.50
Wattles (20 x 10 diameter)	\$2.25	\$22.50	\$2.00	\$20.00	no bid	no bid	\$1.750	\$17.50

*** ALL MATERIALS SHALL BE IN COMPLIANCE WITH THE MOST CURRENT ALDOT SPECIFICATIONS.**

All attempts will be made to maximize order quantity at the time of order, although no guaranties are made as to minimum order although no guarantees are made as to minimum order size

Supplier must be able to deliver the ordered product within 2 business days from the time of receiving the order. If this is not possible the County reserves the right to extend this time period.

Bid Prices shall be F.O.B. by vendor to the County Shop, Columbiana, Shelby County, Alabama.

Forms Bid Analysis

Bids submitted : 6

Kyocera Document Solutions AL	2192 Parkway Lake Dr	Bham, AL	35244	Tom Butera	205-879-3309
R J Young	211 Frankfurt Cir	Bham, AL	35211	Chad Lagrone	800-347-1955
ABS Business Systems	2317 2nd Ave So	Bham, AL	35233	Bobby Edgil	205-588-5077
Konica Minolta Business Systems	1101 Greenwood Crossing Ct	Bham, AL	35022	Heidi Morris	205-532-0182
XBS Southeast	4000 Colonnade Pkwy	Bham, AL	35243	Whitt Smith	205-969-3000

Printer Type Summary	Order Quantity	Kyocera		RJ Young/Ricoh*		ABS/Brother		Konica Minolta		ABS/Ricoh		XBS/Xerox	
		Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Black/white cost per month	35	\$23.12	\$809.20	\$27.21	\$952.35	\$30.70	\$920.00	\$27.69	\$969.08	\$39.64	\$1,387.40	\$43.96	\$1,538.60
Additional B/W trays cost per month	70	\$4.17	\$291.90	\$9.11	\$637.70			\$2.51	\$176.00			\$7.14	\$499.80
Color cost per month	4	\$34.04	\$136.16	\$33.37	\$133.48	\$35.30	\$1,150.00	\$517.25	\$2,069.03	\$45.09	\$180.36	\$56.60	\$226.40
Additional color trays cost per month	5	\$5.88	\$29.40	\$12.11	\$60.55							\$7.14	\$35.70
B/W overage cost		0.0091	\$309.00		*	0.0088	\$308.40	0.0092	\$289.80	0.0088	\$308.40		
Color overage cost		\$0.06	\$209.00		*	0.068	\$244.80	0.053	\$166.95	0.068	\$244.80		
TOTAL COST :			\$1,784.66		\$1,784.08		\$2,623.20		\$3,214.11		\$2,120.96		\$2,300.50
Criteria [1 to 5 scale]		Kyocera		RJ Young/Ricoh		ABS/Brother		Konica Minolta		ABS/Ricoh		XBS/Xerox	
Price		2		1*		5		6		3		4	
Service Quality		Yes		No		Yes		No		Yes		No	
Decal Performance		Yes		Yes		0		0		Yes		Yes	
B/W ppm		Yes		Yes		No		No		Yes		Yes	
Color ppm		Yes		Yes		No		Yes		Yes		Yes	
		2		0		5		6		3		4	

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Bid evaluation Recommendation:
 Contributing factors
 Comments:

After reviewing the costs and service aspects of the current bid I am recommending Kyocera

Costs-service-availability-performance
 ABS 2 additional trays included in cost
 Konica Minolta did not quote additional trays for color units
 * RJ Young failed to include service costs in total and they have advised in writing that they cannot honor their bid; Non-responsive
 Xerox printer performance was acceptable for state decal adherence
 Kyocera printer performance was acceptable for state decal adherence

ITEM #	DESCRIPTION	BRAND/ITEM DESCRIPTION	DANA SAFETY SUPPLY INC		DANA SAFETY		GULF STATES DISTRUBUTORS		BLAISING FIRE &		MAC UNIFORM	
			PRICE	NOTES	PRICE	NOTES	PRICE	NOTES	PRICE	NOTES	PRICE	NOTES
1	Gas Mask Kit	Avon C50	\$ 575.00		\$ 499.95	*CN50; not C50	\$ 615.00		\$ 500.00		NO BID	
2	Ballistic Helmet (full cut)	United Shield ACH/MICH LE Ballistic Helme	\$ 361.00		\$ 285.00		NO BID	bid as spec'd lead time per supplier 8-12 weeks	\$ 320.00		\$ 320.00	MID CUT
3	Paulson Face Shield for Riot Protection (6 inch shield)	Paulson DL6-H. 150S	\$ 67.42		\$ 66.00		NO BID		\$ 85.00		\$ 95.00	
4	Paulson Face Shield for Riot Protection (8 inch shield)	Paulson DL6-H. 150S	\$ 64.22		\$ 63.00		NO BID		\$ 85.00		\$ 89.00	
5	Ballistic Helmet (full cut)	United Shield International PST SC650	\$ 312.00		\$ 265.00		NO BID		\$ 310.00		\$ 305.00	
6	Paulson Face Shield for Riot Protection (6 inch shield)	Paulson DK5-H.150S	\$ 70.14		\$ 128.00		NO BID		\$ 80.00		\$ 93.00	
7	Paulson Face Shield for Riot Protection (8 inch shield)	Paulson DK5-H.150	\$ 62.11		\$ 68.65		NO BID		\$ 80.00		\$ 82.00	
8	ProTech Delta 4 Ballistic Helmet (full cut)	Safariland ProTech			NO BID		\$ 399.00		NO BID		\$ 367.00	
9	Monadnock Non-Ballistic Riot Helmet TR-1000 (with shield)	Monadnock TR-1000			NO BID		\$ 125.00		NO BID		\$ 162.00	
10	Chase Non-Ballistic Riot Helmet (with shield)	Chase	NO BID		NO BID		NO BID		\$ 115.00		\$ 234.00	
11	Ballistic Face Shield	United Shield	\$ 341.25		NO BID		NO BID		\$ 325.00		\$ 210.00	
12	Ballistic Face Shield	ProTech 702M	\$ 211.00		NO BID		\$ 209.00		NO BID		\$ 188.00	
13	Monadnock Wood Riot baton	36 inch rigid baton			NO BID		\$ 20.85		NO BID		\$ 25.00	
14	Monadnock LAPD Baton stop accessory (replacement)	Monadnock 2710			NO BID		\$ 4.20		NO BID		\$ 5.00	
15	Baton Ring for Duty Belt	NA			NO BID		\$ 7.75		NO BID		\$ 9.60	
16	Riot Shield	Monadnock 2036 Peace Keeper II			NO BID		\$ 199.00		NO BID		\$ 244.80	
17	100 pk Disposable Cuff Restraints	Monadnock/Safariland			NO BID		\$ 149.00		\$ 275.00		\$ 170.00	see notes on bid superior product to specs listed
18	Safariland Safety Cuff Cutters	Safariland			NO BID		\$ 10.00		\$ 3.25		\$ 14.00	
19	Monadnock Centurion Soft Shell Riot Suit with Carry Bag	Monadnock			NO BID		\$ 250.00	bid as spec'd except no carry bag (no longer available)	NO BID		\$ 300.00	
20	Monadnock ExoTech Hard Shell Riot Control Full Suit with Carry Bag	Monadnock			NO BID		\$ 350.00		NO BID		\$ 500.00	
21	Monadnock Praetorian Riot Suit with Carry Bag	Monadnock	NO BID		NO BID		\$ 375.00		NO BID		\$ 500.00	
22	Upper Body & Shoulder Protection	Damascus DAM-DCP2000	\$ 96.00		\$ 88.55		\$ 95.00	bid as spec'd Includes NP-SD "SHERIFF"	\$ 107.00		\$ 110.00	
23	Neoprene Kee/Shin Guards	Damascus DAM-DNSG	\$ 38.82		\$ 37.95		\$ 39.00		\$ 45.00		\$ 48.00	
24	Forearm Proctectors (pair)	Damascus DAM-FP10	\$ 22.90		\$ 20.95		\$ 24.00		\$ 26.00		\$ 26.00	
25	Kevlar Tactical Gloves	Damascus DAM-DMZ33-B	\$ 34.76		\$ 34.00		\$ 35.00		\$ 42.50		\$ 45.00	
26	Ballistic Helmet	Avon BA3A	\$ 269.00	Comfort Retention			NO BID		\$ 300.00		\$ 288.00	
27	Ballistic Helmet	Avon BA3A-TC	\$ 249.00				NO BID		\$ 300.00		\$ 305.00	
28	Non-Ballistic Face Shield for Avon BA3A Helmet (8 inch)	Paulson DK6H.150	\$ 62.03				NO BID		\$ 85.00		\$ 89.00	
29	Non-Ballistic Face Shield for Avon BA3A Helmet (8 inch)	Paulson DK6H.150S	\$ 65.12				NO BID		\$ 85.00		\$ 92.00	