

**CONSTRUCTION AND MAINTENANCE AGREEMENT
BEESWAX CREEK PUBLIC BOAT RAMP PARKING AREA EXPANSION
SHELBY COUNTY, ALABAMA**

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT made and entered into on the 17th day of January, 2018 by and between **SHELBY COUNTY** (hereinafter referred to as "COUNTY") and the **STATE OF ALABAMA**, acting through its **DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES** (hereinafter referred to as "CONSERVATION").

WITNESSETH:

WHEREAS, CONSERVATION maintains a program for the development of public boat landing facilities throughout the State of Alabama to provide access to Alabama's waterways for hunters, anglers, and recreational boaters; and

WHEREAS, CONSERVATION has leased certain lands located in Shelby County from Alabama Power Company at which a public boat landing facility known as the Beeswax Boat Launch is located and desires to expand the parking area serving the boat landing facility; and

WHEREAS, CONSERVATION has certain funds available for expenditure on a planned parking lot expansion construction project that will serve the Beeswax Boat Launch; and

WHEREAS, COUNTY desires to cooperate in the parking lot expansion construction project and desires to maintain the premises of the Beeswax Boat Launch for the benefit of the citizens of Shelby County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that COUNTY and CONSERVATION, do hereby mutually covenant and agree as follows:

PARKING LOT EXPANSION CONSTRUCTION PROJECT

1. COUNTY shall construct and pay the cost thereof of the parking lot expansion project described in "Exhibit A" and in accordance with the project plans illustrated in "Exhibit B."
2. No construction shall commence until CONSERVATION has issued a Notice to Proceed.
3. All work on the parking lot expansion construction project must be completed prior to September 30, 2018.
4. The total anticipated cost of the parking lot expansion project is \$263,648.00. CONSERVATION will reimburse COUNTY 75% of the actual total project cost not to exceed \$180,000.00 upon completion and a satisfactory final inspection by CONSERVATION engineers
5. Any in-kind services provided by COUNTY are eligible project costs, provided that proper documentation is provided in accordance with the applicable State and Federal regulations and guidance.
6. As a condition of reimbursement of construction costs, COUNTY agrees to submit invoices to CONSERVATION in triplicate stating the services performed and the costs to be reimbursed with verification of applicable costs.
7. CONSERVATION shall be responsible for obtaining all necessary permits and concurrences prior to commencement of construction.
8. Upon completion of the parking lot expansion construction project, COUNTY shall not initiate any alterations or construction activities on the premises without the written consent of CONSERVATION and

approval of the Alabama Power Company. In the event unauthorized work is performed, CONSERVATION reserves the right to restore the premises to the previous condition and bill COUNTY for the costs thereof, which the COUNTY hereby agrees to reimburse CONSERVATION in a timely manner.

SECURITY AND MAINTENANCE OF PREMISES

9. It is specifically understood by and between the Parties hereto that the COUNTY shall be responsible for the monthly electrical expenses, security, and all routine and preventive maintenance of the premises. The premises include the property leased by Conservation from Alabama Power Company as depicted in Exhibit C which is attached hereto (the area bordered by the red lines labeled "ADCNR-Beeswax Creek" and "Second Amendment Additional Lands") and the roads, grounds, parking lots, signs, boat ramp, access pier, fish weigh-in station, walkways, and sidewalks contained therein. Routine and preventative maintenance shall include keeping premises maintained in accordance with Federal, State, and local health and safety standards and kept clean and in good repair to prevent undue deterioration and to provide for safe and clean public use. More specifically routine maintenance shall include, but is not necessarily limited to: repairs to the boat ramp, access pier, walkways, and sidewalks; picking up and disposing of trash and debris; mowing grounds; properly disposing of sewage; cutting shrubbery; patching roads and parking lots; and installing signs and keeping them in good repair.

10. Employees or agents of CONSERVATION may from time to time inspect the premises for proper routine maintenance. In the event CONSERVATION determines that the premises have been maintained in an unsatisfactory manner or in an unsanitary condition, CONSERVATION will notify COUNTY of such, specifying the conditions to be corrected. Upon receiving such notification, COUNTY shall, within a reasonable time or within a specific time specified by CONSERVATION correct such conditions. In the event COUNTY fails to correct the condition(s) specified within a reasonable time or time specified, CONSERVATION may, at its option, after due notice in writing, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost thereof.
11. It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance.
12. This Agreement shall be for a term of thirteen (13) years, commencing on the 13th day of May, 2017, and ending at midnight on the 12th day of May, 2030, with an option by CONSERVATION to renew or extend this Agreement for an additional twenty (20) year period.
13. It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance on the premises which results in non-compliance with the Americans with Disabilities Act (ADA) accessibility regulations and/or guidelines during the term of this agreement, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify

the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.

GENERAL TERMS AND CONDITIONS

14. Nothing in this Agreement grants COUNTY an easement, leasehold, or other property or ownership right in the property that is the subject of this Agreement.
15. It is specifically understood and agreed between the Parties hereto that the properties herein described are to be used only as a free public boat landing area, associated parking lot and allied activities in accordance with CONSERVATION'S regulations and for no other purposes.
16. CONSERVATION may terminate this Agreement for cause based upon the failure of COUNTY to comply with the terms and/or conditions of this Agreement; provided that CONSERVATION shall give the COUNTY thirty (30) days written notice specifying the COUNTY'S failure. If within thirty (30) days after receipt of such notice, COUNTY shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then CONSERVATION may, at its option terminate this Agreement.
17. It is hereby agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision

or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void. COUNTY's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

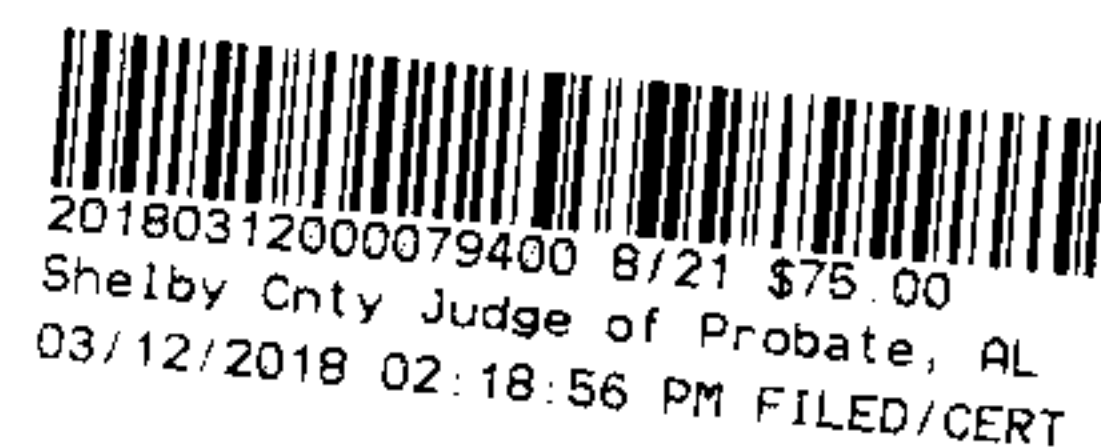
18. Notwithstanding paragraph 18, for any and all disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.
19. The COUNTY certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not

presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

20. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds to CONSERVATION under the program for which this Agreement is awarded.
21. It is expressly understood and mutually agreed that COUNTY, its employees, agents, or assigns, shall not be entitled to any benefits of the Alabama State Merit System.
22. In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
23. It is further understood and agreed between the Parties hereto that upon the expiration or termination of this Agreement, CONSERVATION shall have the right at any time to remove any and all properties, both real and personal, that it may have placed upon the premises.
24. The State, through internal CONSERVATION auditors, Alabama Examiners of Public Accounts and the Federal Government, through any agency thereof, including the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books documents, papers, and records of the COUNTY related to the parking lot expansion construction project. COUNTY and any of its

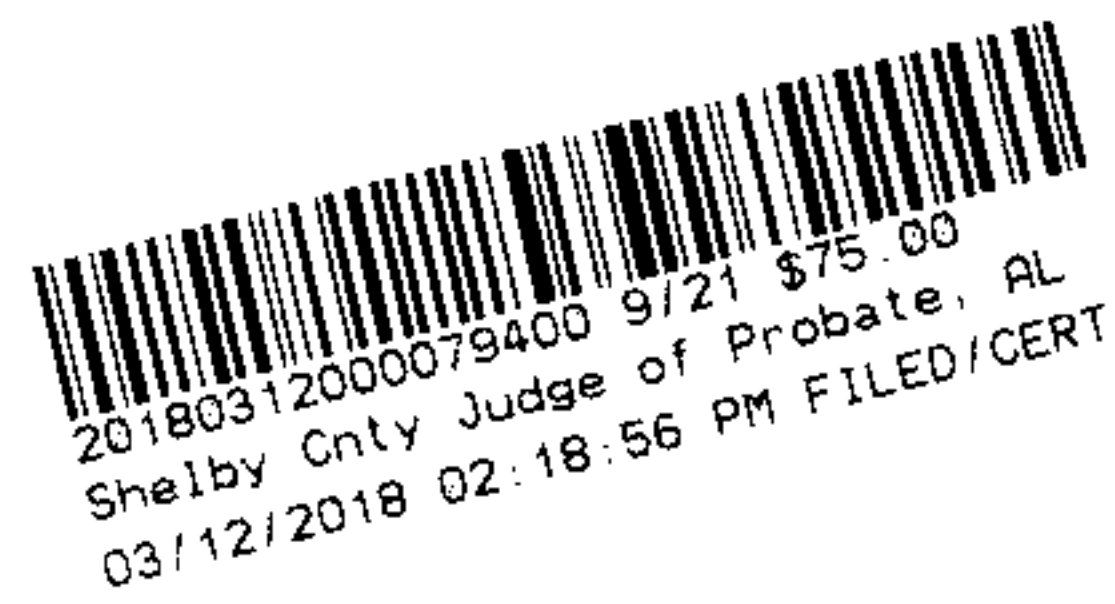
subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the parking lot expansion construction project and shall make such materials available at their respective offices at all reasonable times and for three (3) years after the date of the final payment to the COUNTY for completion of the parking lot expansion construction project for inspection by any of the above entities, and copies thereof shall be furnished if requested.

25. The COUNTY, by its representative's signature, certifies to the best of his/her knowledge and belief no conflicts of interest existed or now exists which have, may have, or have had any effect on this Agreement.
26. County shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement.
27. This Agreement may not be amended or otherwise altered nor may it be assigned or otherwise transferred without the express written consent of CONSERVATION.
28. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. During the term of this Agreement, including any renewals or extensions, COUNTY will not engage in the boycott of a person or an entity based in



or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.

30. COUNTY agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability.
31. COUNTY and CONSERVATION covenant that they have full legal authority to enter into this Agreement and to develop, operate, and maintain the property, facilities, and improvements in accordance with the terms of this Agreement.
32. COUNTY expressly understands and agrees that the Beeswax Boat Launch, associated parking lots, and surrounding land depicted in Exhibit C and referenced herein is subject to all applicable rules of the Division of Wildlife and Freshwater Fisheries of CONSERVATION and applicable Federal regulations and shall be maintained and operated in accordance with such regulations, as may be amended from time to time.

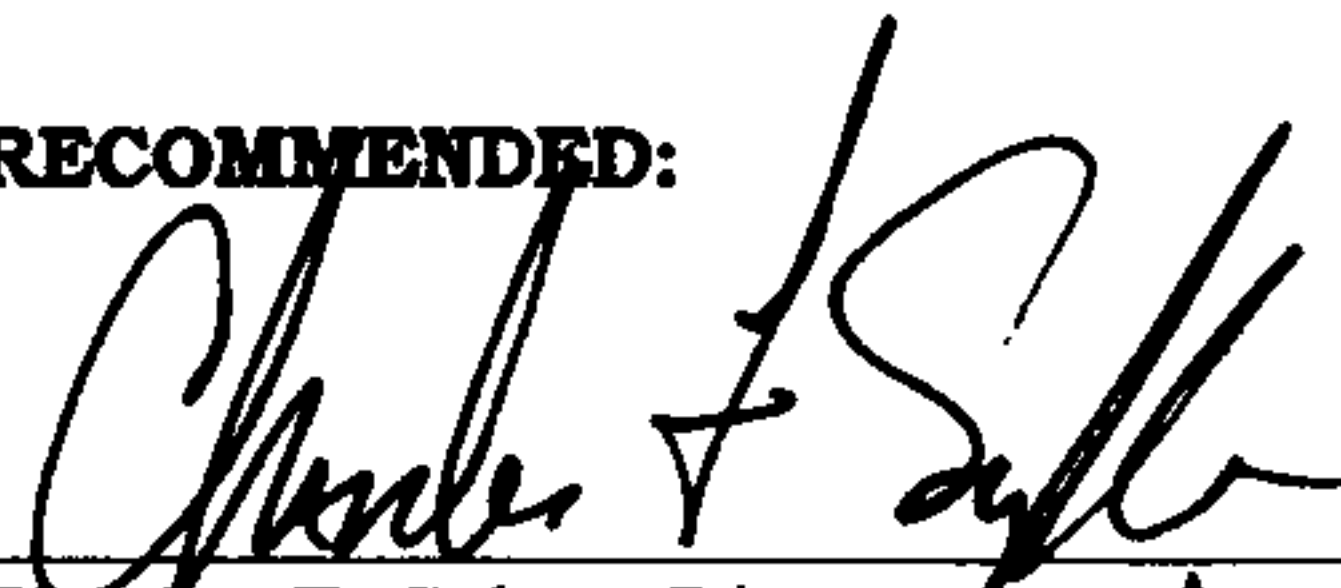


IN WITNESS WHEREOF, the Parties hereto have executed this instrument on
the day and year first hereinabove written.

STATE OF ALABAMA

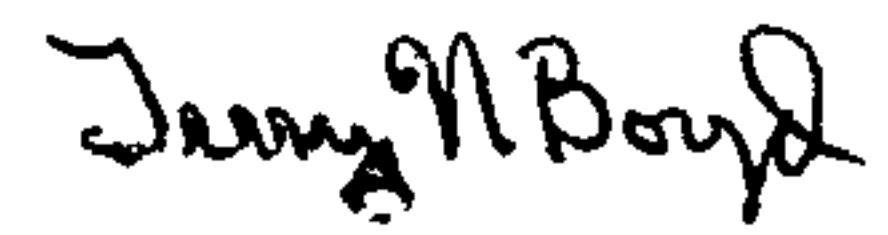
**Department of Conservation
and Natural Resources**

RECOMMENDED:


Charles F. Sykes, Director
Wildlife & Freshwater Fisheries


Christopher M. Blankenship
Commissioner
APPROVED LEGAL

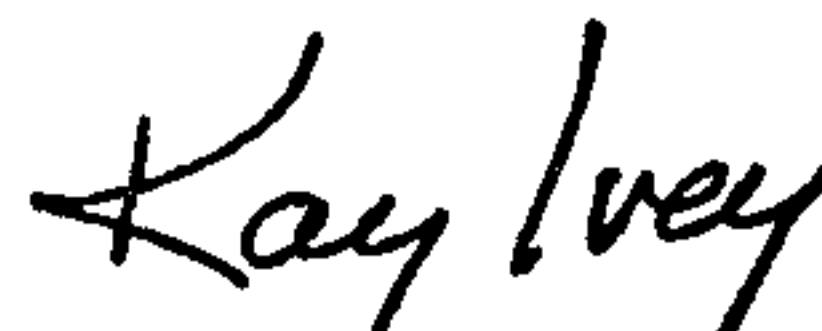

RECOMMENDED:


Terry Boyd, Chief
Engineering Section

SHELBY COUNTY:

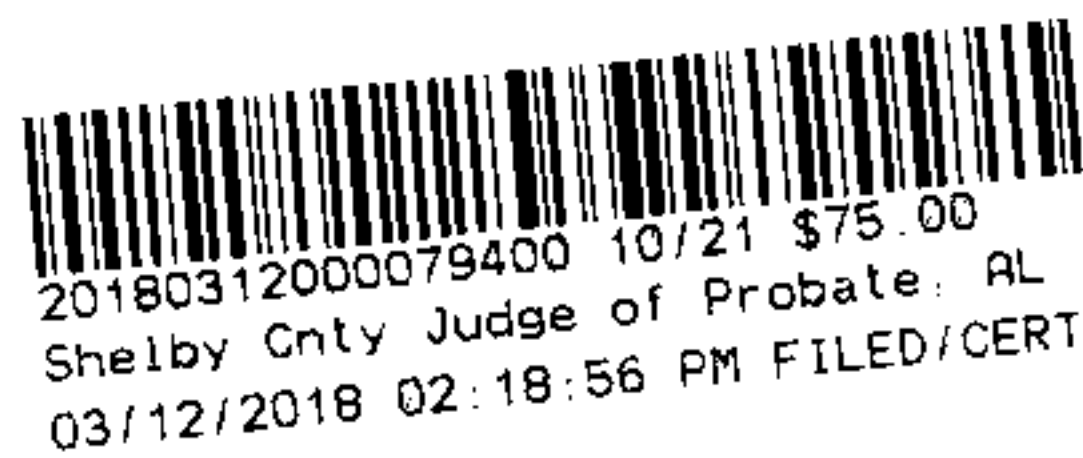

Alex Dudchuck, County Manager
Shelby County, Alabama

APPROVED:


Kay Ivey, Governor of Alabama

ATTEST:


John H. Merrill, Secretary of State



STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 13 day of February, 2018.

Betsy Fuller Jones
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Alex Dudchock, whose name as County Manager of Shelby County, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 2 day of February, 2018.


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Shelby Cnty Judge of Probate, AL
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Regina L. Ashmore
8/10/2020 Notary Public

Exhibit A

Beeswax Boat Launch Parking Lot Expansion Project

Cost Estimate

Date: 8-2-2017

1) Clearing, Grading, Drainage

Description	Amount	Unit	Unit Price	Extension
Clearing (SC Hwy / ES)	1	LS	\$ -	\$ -
Grading (Assuming SC HWY can remove all waste cut)	36978	CY	\$ -	\$ -
Grading (Finish grading)	1	LS	\$ 15,000.00	\$ 15,000.00
Inlets (Materials Only)	2	Each	\$ 1,800.00	\$ 3,600.00
24" Reinforced Concrete Pipe (Materials Only)	216	LF	\$ 17.19	\$ 3,713.04
24" Reinforced Concrete Pipe (Install Only)	1	LS	\$ 4,000.00	\$ 4,000.00
			Sub-Total =	\$ 26,313.04

2) Dense Grade Base

Description	Amount	Unit	Unit Price	Extension
Dense Grade Base (Materials Only) (9740 SY @ 880 lbs / SY)	4288	Tons	\$ 12.25	\$ 52,503.50
Dense Grade Base (Placement Only)	1	LS	\$ 17,144.00	\$ 17,144.00
Fuel	1	LS	\$ 12,000.00	\$ 12,000.00
			Sub-Total =	\$ 81,647.50

3) Asphalt and Striping (Performed under Hwy Dept Annual Contract)

Description	Amount	Unit	Unit Price	Extension
Asphalt Binder (9740 SY @ 275 lbs / SY)	1340	Tons	\$ 70.00	\$ 93,800.00
Asphalt Wearing Surface (9740 SY @ 165 lbs / SY)	804	Tons	\$ 72.00	\$ 57,888.00
Signs and Striping	1	LS	\$ 4,000.00	\$ 4,000.00
			Sub-Total =	\$ 155,688.00

Total == \$ 263,648.54

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Beechway Park Easements
 Existing Shelby County Easement
 Existing DCNR Easement
 Proposed DCNR Easement
 Shelby County Right of Way



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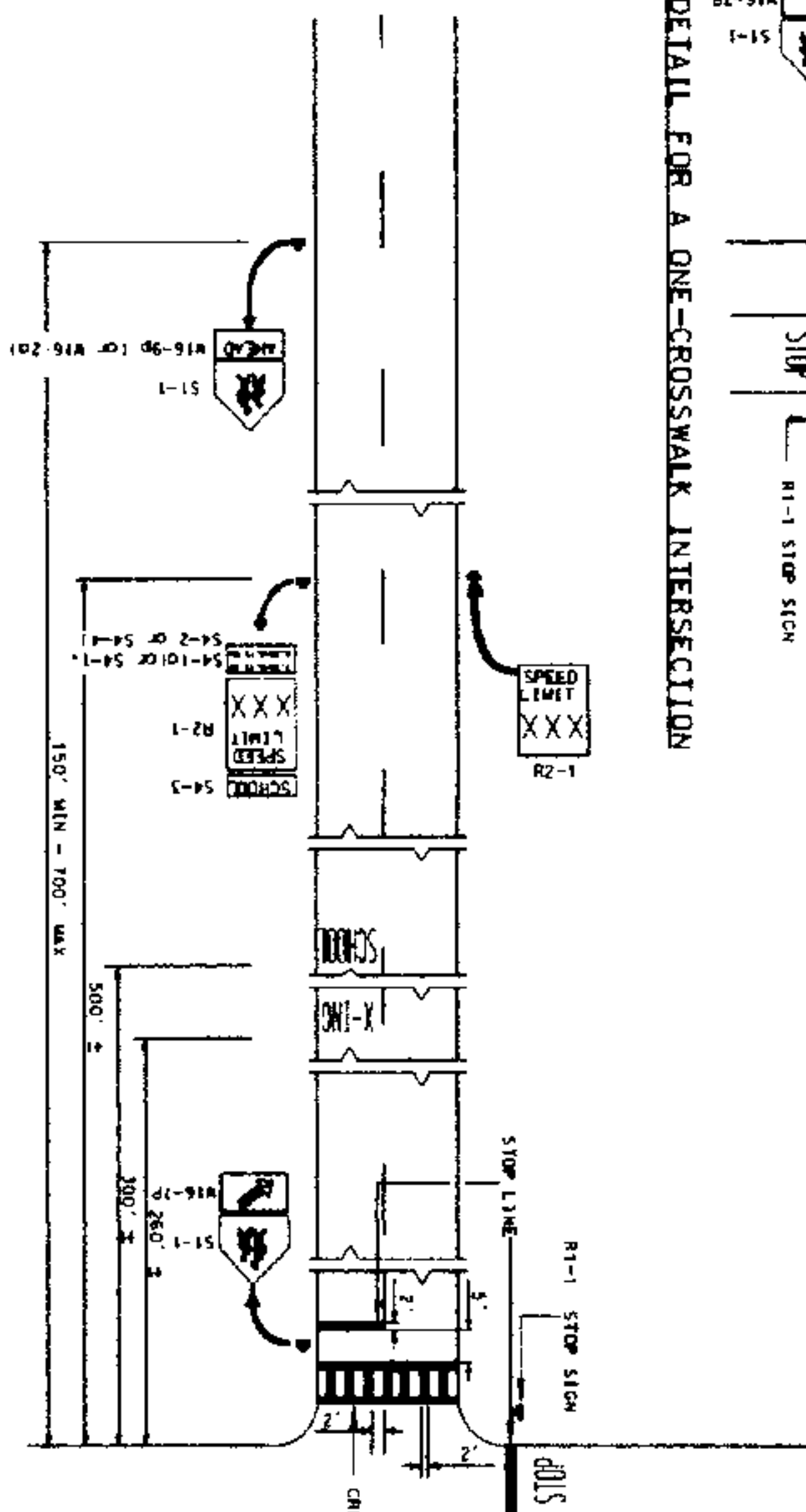
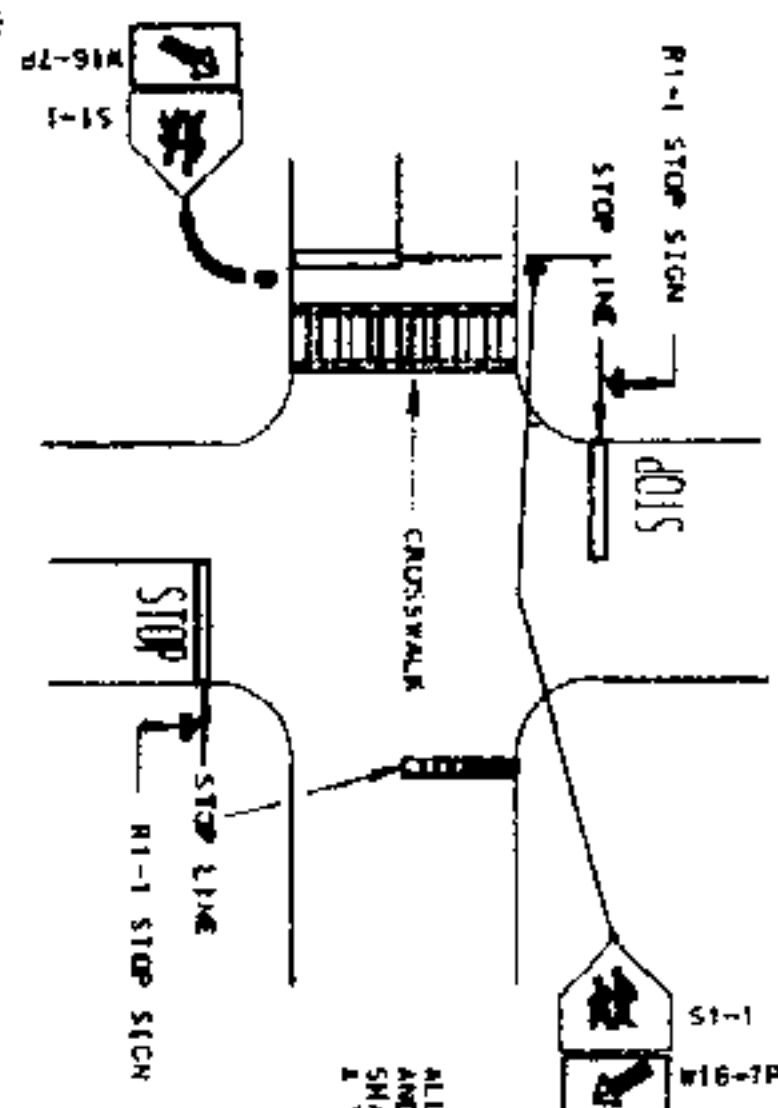




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Exhibit B

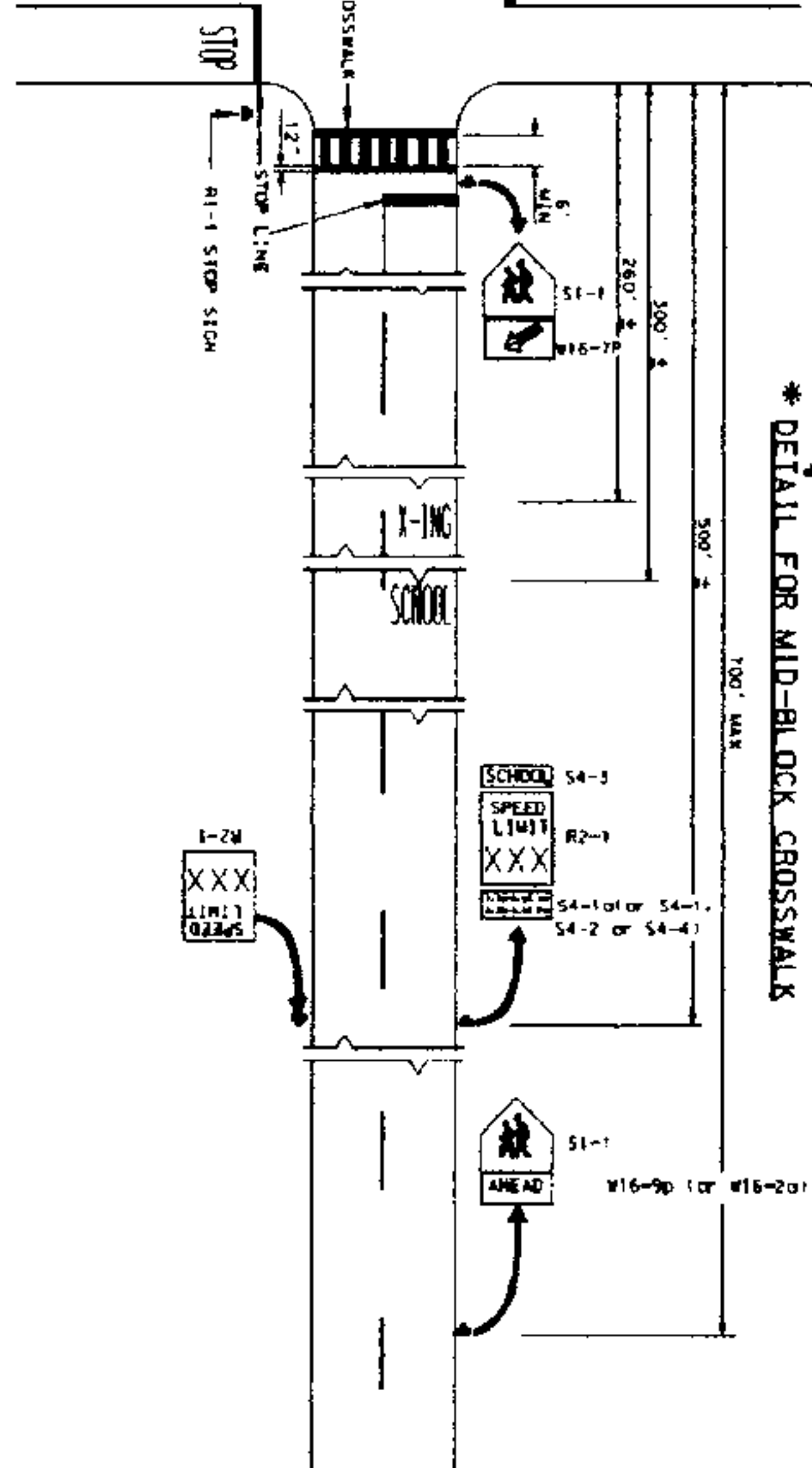
* DETAIL FOR A ONE-CROSSWALK INTERSECTION



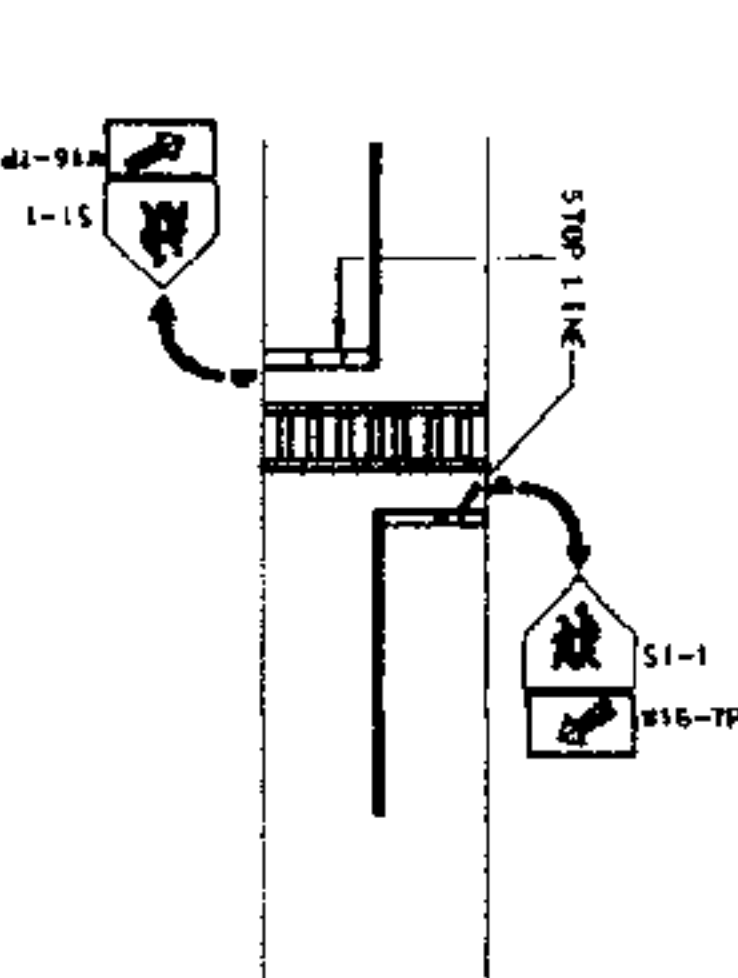
GENERAL NOTES

1. THE DRAWING SHOWN IS FOR 2 - LANE UNDIVIDED ROADWAY AND IS TO BE USED AS A GUIDE ONLY. EACH INDIVIDUAL INSTALLATION MUST BE REVIEWED AND SIGNED ON ITS OWN MERITS.
2. ELECTRICALLY OPERATED SCHOOL SIGN ASSEMBLY WITH BLANK BUT MESSAGE AND FLASHING BEACON MAY BE USED IN LIEU OF SCHOOL SPEED ASSEMBLY SHOWN. FOR MULTI-LANE DIVIDED HIGH SPEED ROADWAYS AN ALTERNATE SIGN WITH LEGEND "SCHOOL ZONE XXX MPH WHEN FLASHING" MAY BE MOUNTED OVERHEAD. THE STANDARD ELECTRICALLY OPERATED BLANK DOT SIGN ASSEMBLY IS NORMALLY OVERHEAD MOUNTED.
3. THE R2-9D SIGN WITH S4-1 PLaque MAY BE USED IN ADVANCE OF THE R2-1 (SCHOOL SPEED LIMIT ASSEMBLY).

* DETAIL FOR A TWO-CROSSWALK INTERSECTION



* DETAIL FOR MID-BLOCK CROSSWALK



* NOTE: ADJACENT TO SCHOOLS OR ON ESTABLISHED SCHOOL PEDESTRIAN ROUTES.

ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING, INCLUDING ANY REVISIONS, IS TO BE USED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE REPRODUCED, COPIED, OR USED BY ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE WRITTEN PERMISSION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION. THE ALABAMA DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE DRAWING AND FOR THE PROPER INSTALLATION OF THE DRAWING.



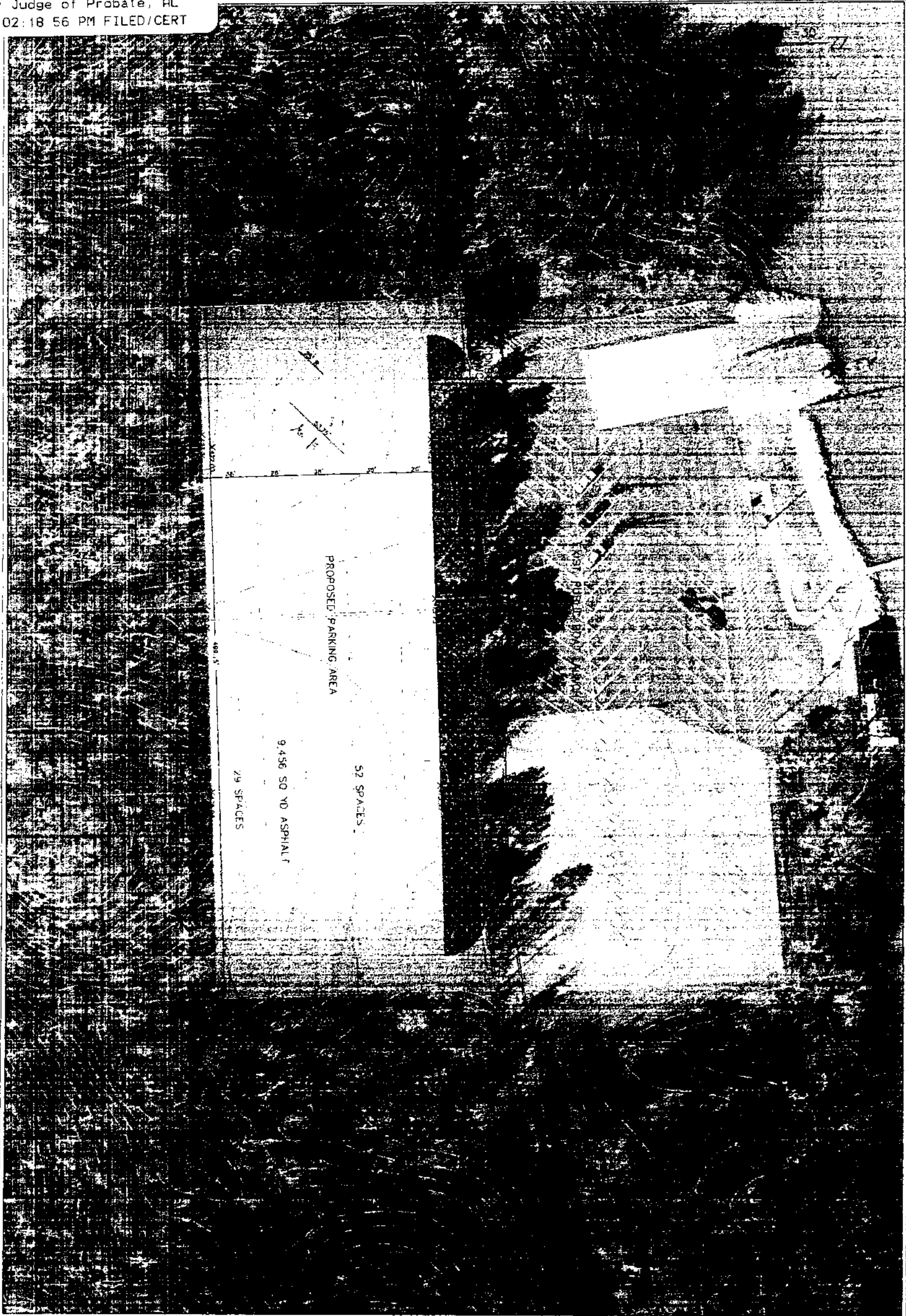
ALABAMA DEPARTMENT OF TRANSPORTATION
1400 CECIL BLVD
MONTGOMERY, AL 36102-2000

DESIGN: SC-703
DRAWN: SC-703
CHECKED: SC-703
APPROVED: SC-703

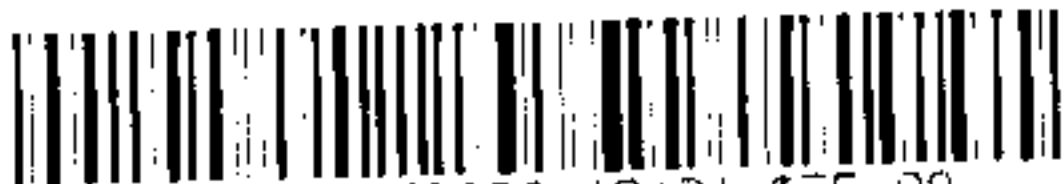
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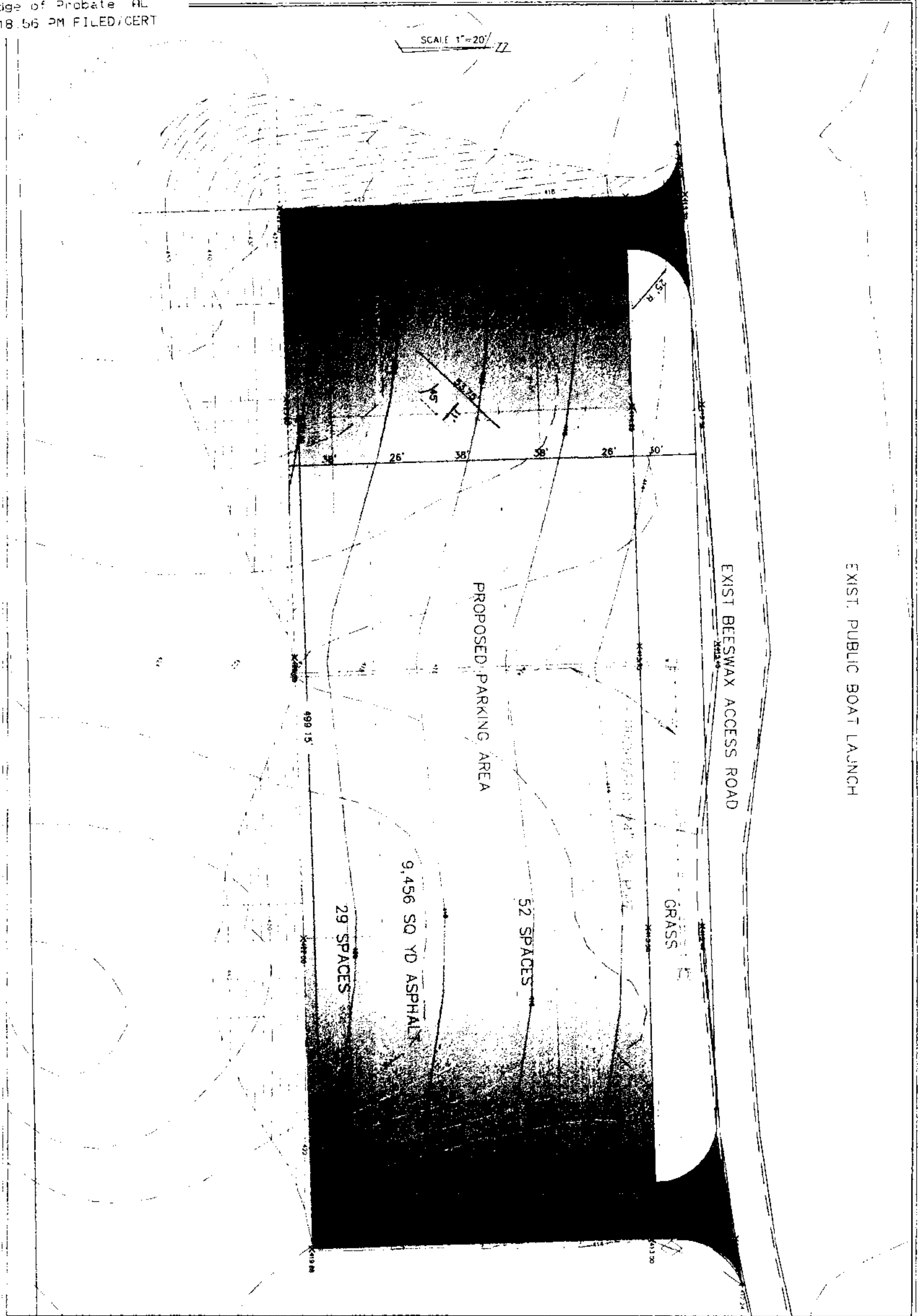
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			NO.	DATE	DESCRIPTION	BY	
12-1007	DRAWN BY: JEL CHECKED BY: M DATE: 03/12/18	SCALE: None	SHEET: 1 of 1				



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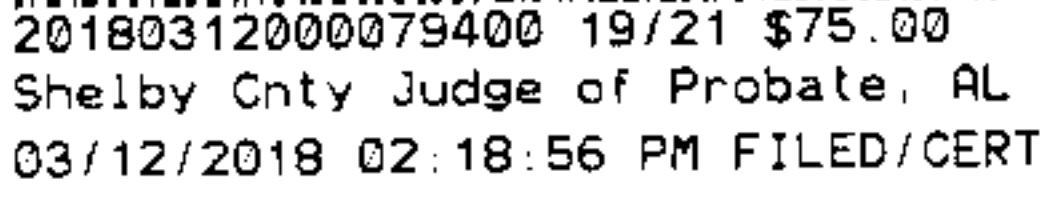
Exhibit B

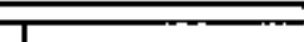
SCALE 1"=20' 72



LAYOUT					SHELBY COUNTY BEESWAX PARKING IMPROVEMENT	REVISIONS			
NO.	DATE	DESCRIPTION	BY						
12-1007									

DATE: 12-1007	DRAWN BY: JAC	SCALE: None	SHEET: 1 of
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LAYOUT			SHELBY COUNTY BEESWAX PARKING IMPROVEMENT	REVISIONS			
				NO.	DATE	DESCRIPTION	BY
DWG. NO.: 12-1007		SCALE: None	SHEET: 1 of 1				

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DWG. NO 12-1007	DRAWN BY: JMC CHK. BY: MAC DATE: 08/12/12	SCALE: NONE	SHEET 1 of
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Exhibit A

