

TUSCALOOSA COUNTY COMMISSION

MEETING

January 19, 2011

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Gary Youngblood
Don Wallace
Bobby Miller
Reginald Murray

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for speed table components to Southern Lighting & Traffic Systems at the recommendation of County Engineer Bobby Hagler.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve submission of a resolution to Alabama Department of Transportation for replacement of a bridge over Tyro Creek on Old Jasper Road.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution authoring Tuscaloosa County to enter into an agreement with the Alabama Department of Transportation on the following projects:

Intersection improvements on SR-6(US-82) @ CR-66 (Bradley Road), Project No. NH-0006(517)

Safety Improvements on SR-69 at CR-148 (Bear Creek Rd.) Project No. HSIP-0069(533)

Exhibit 1-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to accept the low bid meeting specifications for 11 motorgraders. The bidding firms are as follows:

Tractor & Equipment Company
Thompson Tractor Company, Inc.
Warrior Tractor & Equipment Co., Inc.
Deanco Auction Co.
J.M. Wood Auction Co., Inc.
Black Warrior Auction
Ritchie Bros.

Exhibit 1-3, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of December, 2010.

Exhibit 1-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for protective ballistic vests to Protective Products

Enterprises at the recommendation of the Sheriff's Office. Bids were opened December 22, 2010.

Exhibit 1-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize an agreement with West Alabama Community Traffic Safety Program for transfer of property (two radar units) to the Tuscaloosa County Sheriff's Office.

Exhibit 1-6, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize two traffic enforcement grants for the Tuscaloosa County Sheriff's Office from West Alabama Community Traffic Safety Program. The grants are in the amount of \$10,000.00 and \$3,200.00, both for traffic safety overtime.

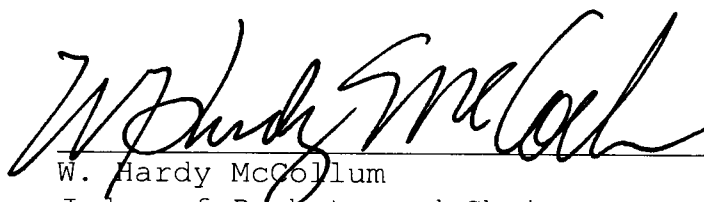
Exhibit 1-7, Page

Commissioner Reginald Murray's motion to adopt the revised litter ordinance as published was seconded by Commissioner Bobby Miller. Commissioner Don Wallace's motion to table was approved on a three-to-two vote with Commissioners Miller and Murray casting the NAY votes.

Commissioner Don Wallace's motion to designate and sign the County's portion of Union Chapel Road "In Memory of Jamie Tucker" failed for lack of a second.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to substitute one of the vehicles donated to Tannehill State Park, #819A (2002 Ford Crown Victoria VIN 2FAFP71W83X101185) for #004A (2001 Ford Crown Victoria VIN 2FAFP71W81X187238).

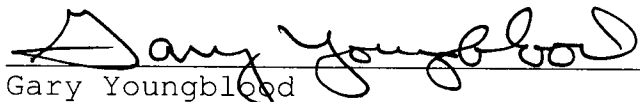
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 2, 2011.



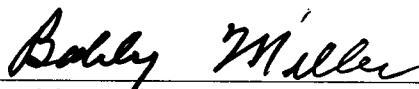
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



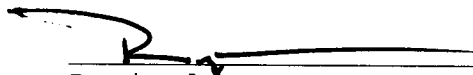
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV



Bob Riley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

FIFTH DIVISION
OFFICE OF THE DIVISION ENGINEER
2715 East Skyland Boulevard
P. O. Box 70070, Tuscaloosa, Alabama 35407
Telephone: 205-553-7030
Fax: 205-556-0900



Joe McInnes
Transportation
Director

August 12, 2010

Honorable W. Hardy McCollum
Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Re: Project No. NH-0006(517),
CPMS Reference Number 100046352,
Intersection Improvements on SR-6 (US-82) @ CR-66 (Bradley Rd)
Tuscaloosa County

Dear Commission McCollum:

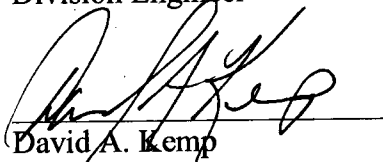
We are submitting the original and one copy of the Maintenance Agreement between the State of Alabama and the County of Tuscaloosa for the above-referenced project. Please review this agreement and, if in order, execute the agreement and copies with the original signatures and the County seal.

A certified resolution with the County seal should be included with both the original agreement and the copy. Return all agreements and copy to this office for further handling.

For additional information, please contact this office at (205) 554-3244.

Sincerely,

L. Dee Rowe
Division Engineer


David A. Kemp
Assistant Division Engineer-
Preconstruction

LDR/DAK/rajc
Enclosures
cc: File

AUG 16 2010

OFFICE OF THE DIVISION ENGINEER
ALABAMA DEPARTMENT OF TRANSPORTATION

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-01-11

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

Replacement of a 73 foot bridge over Tyro Creek on Old Jasper Road approximately 7.7 miles North of Junction U.S. Highway No. 43
East ½ of the Southeast ¼ of Section 20, Township 17 South, Range 10 West
Structure Number -O CO0216 63 0000063Z 00
Sufficiency Rating - 48.5
Status - 1
Bin No. - 013403

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 19th, day of January, 2011 by the Tuscaloosa County Commission.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Gary Youngblood, Commissioner District 2


Don Wallace, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Tuscaloosa County Commission as follows:

1. That Tuscaloosa County, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

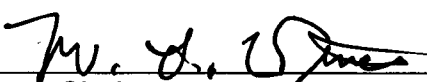
Project NH-0006(517), Project Reference Number 100046352, Intersection Improvements on SR-6 (US-82)@ CR-66 (Bradley Rd) including maintenance responsibilities of the County.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, for and on its behalf by the Chairman of the County Commission.
3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

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 on record by the County Clerk. Passed, adopted, and approved this 19th day of January, 2010.

WITNESS BY:



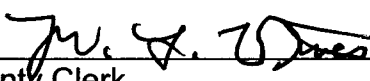
County Clerk
Commission



Chairman, Tuscaloosa County

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 19th day of January, 2010, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 19th day of January, 2010.



County Clerk



Bob Riley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

FIFTH DIVISION
OFFICE OF THE DIVISION ENGINEER
2715 East Skyland Boulevard
P. O. Box 70070, Tuscaloosa, Alabama 35407
Telephone: 205-553-7030
Fax: 205-556-0900



Joe McInnes
Transportation
Director

August 12, 2010

Honorable W. Hardy McCollum
Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Re: Project No. HSIP-0069(533),
CPMS Reference Number 100050729,
(Ref. #1388) Safety Improvements on SR-69 at CR-148 (Bear Creek Rd)
Tuscaloosa County

Dear Commission McCollum:

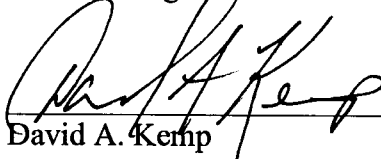
We are submitting the original and one copy of the Maintenance Agreement between the State of Alabama and the County of Tuscaloosa for the above-referenced project. Please review this agreement and, if in order, execute the agreement and copies with the original signatures and the County seal.

A certified resolution with the County seal should be included with both the original agreement and the copy. Return all agreements and copy to this office for further handling.

For additional information, please contact this office at (205) 554-3244.

Sincerely,

L. Dee Rowe
Division Engineer



David A. Kemp
Assistant Division Engineer-
Preconstruction

LDR/DAK/rajc
Enclosures
cc: File

MAINTENANCE AGREEMENT

FEDERAL AID PROJECT
Project Number HSIP-0069(533)
Project Reference Number 100050729
(Ref. #1388) Safety Improvements on SR-69
at CR-148 (Bear Creek Road)

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 STATE; and Tuscaloosa County, Alabama, hereinafter referred to as COUNTY;

WHEREAS, the STATE and the COUNTY desire to cooperate in the intersection improvement of SR-69 at CR-148 (Bear Creek Road).

WHEREAS, the STATE has identified the project as Project Number HSIP-0069(533) from the intersection of SR-69 to approximately 800 feet east along CR-148 (Bear Creek Road), hereinafter referred to as the PROJECT.

NOW, THEREFORE, the STATE and the COUNTY hereto agree as follows:

- (1) 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.
- (2) A final inspection shall be made by the STATE after all work items have been completed.
- (3) Upon completion and acceptance of this PROJECT, the COUNTY will maintain roadway improvements on CR-148 (Bear Creek Road) in accordance with the requirements of the STATE as outlined in the latest edition of the national Manual on Uniform Traffic Control Devices.

IN WITNESS WHEREOF, the parties hereto have caused 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 by the Transportation Director.

WITNESS BY:

BY: M. L. Vines
County Clerk (Signature)

M. L. Vines
Type Name of Clerk

Tuscaloosa County, Alabama
BY: W. Hardy McCollum
Chairman (Signature)

W. Hardy McCollum
Type Name of Chairman

APPROVED AS TO FORM:

BY: _____
Jim R. Ippolito, Jr
Chief Counsel,
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

BY: _____
L. Dee Rowe
Division Engineer

BY: _____
D. W. Vaughn
Chief Engineer/Deputy Director

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation

BY: _____
D. J. McInnes, Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of _____, 2010.

BY: _____
Bob Riley, Governor of Alabama

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Tuscaloosa County Commission as follows:

1. That Tuscaloosa County, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Project Number HSIP-0069(533), Project Reference Number 100050729, (Ref. #1388) Safety Improvements on SR-69 at CR-148 (Bear Creek Rd) including maintenance responsibilities of the County.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, for and on its behalf by the Chairman of the County Commission.
3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

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 on record by the County Clerk.

Passed, adopted, and approved this 19th day of January, 2010.

WITNESS BY:

J. R. Stone
County Clerk

Andy McCall
Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 19th day of January, 2010, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 19th day of January, 2010.

J. R. Stone
County Clerk

BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor grader	Each	<u>\$275,946.00</u>
Buyback Bid 3 Yr. Option	Each	<u>\$200,000.00 (2wd) ; \$208,000.00 (AWD)</u>
Option A	Each	<u>(\$540.00)</u>
Option B	Each	<u>\$1,855.00</u>
Option C	Each	<u>\$23,397.00</u>

BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2008 Caterpillar 140M Motor Grader		Trade In
S.N. B9D00789	Each	<u>\$210,000.00</u>
S.N. B9D00627	Each	<u>\$210,000.00</u>
S.N. B9D00776	Each	<u>\$210,000.00</u>
S.N. B9D00777	Each	<u>\$210,000.00</u>
S.N. B9D00792	Each	<u>\$210,000.00</u>
S.N. B9D00624	Each	<u>\$210,000.00</u>
S.N. B9D00774	Each	<u>\$210,000.00</u>
S.N. B9D00778	Each	<u>\$210,000.00</u>
S.N. B9D00779	Each	<u>\$210,000.00</u>
S.N. B9D00775	Each	<u>\$210,000.00</u>
S.N. B9D00626	Each	<u>\$210,000.00</u>

Name of Company: Thompson Tractor Company, Inc.

Mailing Address: 3550 Joe Mallisham Parkway; Tuscaloosa, AL 35401

Telephone Number: 205-247-2800

Name: Kirk Kelly

Title: Sales Representative

Date: January 19th, 2011

Thompson

Thompson Tractor Company



January 19th, 2011

Tuscaloosa County Commission
P. O. Box 20113
Tuscaloosa, Alabama 35402

Gentlemen,

In response to your request for bid on eleven (11) new 2011 Articulating Motor Graders, we are pleased to offer the following for your consideration.

**Eleven (11) New Caterpillar 140M2 Articulating Motor Graders
\$275,946.00 (Each)**

Price quoted includes all stated equipment outlined in your specifications. Price also includes a Twelve Month Full Machine Warranty and a Five Year or 6,000 Hour Premier Warranty. This particular warranty covers many other components not covered in an Extended Powertrain plus Hydraulic Warranty. I have highlighted the extra components covered in your copy of the warranty explanation section. Buy Back Option and Trade In Values are attached for your review.

Our expected delivery date will be late June to early July
Delivery date will not effect our trade number offered

As always, we thank you for the opportunity to quote your equipment needs.

Sincerely,
Thompson Tractor Company, Inc.

Kirk Kelly
Sales Representative

3550 Joe Mallisham Parkway Tuscaloosa AL 35401
(205) 247-2800

Birmingham•Anniston/Oxford•Auburn/Opelika
Dothan•Grove Hill•Huntsville/Decatur
Mobile•Montgomery•Tuscaloosa•Tuscumbia
Crestview, FL•Marianna, FL

Attachments:

TRADE IN VALUE

We do hereby on this the 19th day of January 2011 offer the Tuscaloosa County Commission the amounts listed below for Eleven (11) 2008 Model Caterpillar 140M Articulating Motor Graders. These Motor Graders will be bought as is and not held to the guidelines as stated in the Buyback Guarantee.

Serial Number B9D00789	\$210,000.00
Serial Number B9D00627	\$210,000.00
Serial Number B9D00776	\$210,000.00
Serial Number B9D00777	\$210,000.00
Serial Number B9D00792	\$210,000.00
Serial Number B9D00624	\$210,000.00
Serial Number B9D00774	\$210,000.00
Serial Number B9D00778	\$210,000.00
Serial Number B9D00779	\$210,000.00
Serial Number B9D00775	\$210,000.00
Serial Number B9D00626	\$210,000.00

By 
Kirk Kelly / Sales Representative

Thompson Tractor Company, Inc.
3550 Joe Mallisham Parkway
Tuscaloosa, Alabama 35401
(205) 247-2800

3550 Joe Mallisham Parkway Tuscaloosa AL 35401
(205) 247-2800

Birmingham•Anniston/Oxford•Auburn/Opelika
Dothan•Grove Hill•Huntsville/Decatur
Mobile•Montgomery•Tuscaloosa•Tuscumbia
Crestview, FL•Marianna, FL

GUARANTEED BUY-BACK AGREEMENT

This document is to serve as a Guaranteed Buy-Back Agreement between Thompson Tractor Company, Inc. and the Tuscaloosa County Commission.

This agreement shall apply to the following machine:

Eleven (11) NEW Caterpillar 140M2 Motor Graders Serial Numbers to be Determined:

On or before the end of 3 years or 5,000 service meter hours, whichever occurs first, Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of **\$200,000.00 Each for the 2wd models and \$208,000.00 Each for the AWD units.**

The following stipulations shall apply:

- 1.) Machine must be enrolled in the Caterpillar 5 year or 6,000 hour Extended Powertrain Warranty Program.
- 2.) At time of return for buy-back, all major components must be in good operating condition including Tier IV attachments.
- 3.) Machine shall be complete with all original equipment as outlined in the bid specifications and as delivered to the commission.
- 4.) Sheet metal, cosmetic, and other accidental damage shall not exceed \$500.00.
- 5.) Rubber tires must measure at least 40% remaining on the lift of the tire with a depth gauge.
- 6.) Roll-over protective structure (ROPS) must be intact without damage or presence of welding.
- 7.) Tuscaloosa County Commission must adhere to all lubrication and service guide requirements requested in the Caterpillar Lubrication and Maintenance Guide furnished with the machine.

Tuscaloosa County Commission must furnish Thompson Tractor with oil samples at intervals as specified in the Caterpillar Lubrication and Maintenance Guide. Oil sample kit and analysis will be furnished by Thompson Tractor at no additional cost to the commission.

3550 Joe Mallisham Parkway Tuscaloosa AL 35401
(205) 247-2800

Birmingham•Anniston/Oxford•Auburn/Opelika
Dothan•Grove Hill•Huntsville/Decatur
Mobile•Montgomery•Tuscaloosa•Tuscumbia
Crestview, FL•Marianna, FL

- 8.) Tuscaloosa County Commission must give Thompson Tractor a 90-day advance notice of their intention to exercise the buy-back option.
- 9.) Tuscaloosa County shall have the option of keeping the machine instead of exercising the buy-back.
- 10.) Years and hours of operation specified in this agreement are to be adhered to. Thompson Tractor and Tuscaloosa County representatives will inspect the machine at time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL: 140M2

	<u>SERIAL NUMBER</u>	<u>HOUR READING AT DELIVERY</u>	<u>DELIVERY DATE</u>	<u>BUY-BACK EXPIRATION DATE</u>
1.	To be determined			
2.	To be determined			
3.	To be determined			
4.	To be determined			
5.	To be determined			
6.	To be determined			
7.	To be determined			
8.	To be determined			
9.	To be determined			
10.	To be determined			
11.	To be determined			

ACCEPTED ON THE _____ DAY OF _____, 2011

TUSCALOOSA COUNTY COMMISSION



THOMPSON TRACTOR CO., INC.

3550 Joe Mallisham Parkway Tuscaloosa AL 35401
(205) 247-2800

Birmingham•Anniston/Oxford•Auburn/Opelika
Dothan•Grove Hill•Huntsville/Decatur
Mobile•Montgomery•Tuscaloosa•Tuscumbia
Crestview, FL•Marianna, FL

Bid Exceptions

The Caterpillar 140M2 will meet or exceed all specifications as stated in the bid specs provided, with exception to the following two items:

- On page 7 of the bid specs under the Wheels and Tire section the county ask for one piece rims.

Caterpillar will have a one piece rim on the 140M2 (2 wheel drive) but only offers a multi-piece rim on the 140M2 All Wheel Drive model.

- On page 8 of the bid specs under the Miscellaneous section the county ask for a proximity alarm mounted on the rear of the machine with an audible alarm mounted inside the cab.

Caterpillar does not offer this because of operator complaints that the machine alarms at so many objects. This causes the operator to discredit the actual object and assumes it is something that doesn't pose any real danger. The county request a rear scarifier in the minimum bid spec and this will cause the proximity alarm to alert constantly.



Kirk Kelly
Thompson Tractor Company, Inc.

Attached is a copy of the buyback agreement on your current 140M Motor Graders which was accepted on June 2nd, 2008. The **expiration date of 5/21/2011 will not be affected** by any delays in delivery of new **Caterpillar** Motor Graders.

A handwritten signature in black ink, appearing to read 'K. Kelly', with a horizontal line extending to the right.

Kirk Kelly
Thompson Tractor Company, Inc.

GUARANTEED BUY-BACK AGREEMENT

This document is to serve as a Guaranteed Buy-Back Agreement between Thompson Tractor Company, Inc. and the Tuscaloosa County Commission.

This agreement shall apply to the following machine:

Eleven (11) NEW Caterpillar 140M Motor Graders Serial Numbers:

**B9D00624 B9D00626 B9D00627 B9D00774 B9D00775
B9D00776 B9D00777 B9D00778 B9D00779 B9D00789
B9D00792**

On or before the end of 3 years or 5,000 service meter hours, whichever occurs first, Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of **\$200,000.00 Each**

The following stipulations shall apply:

- 1.) Machine must be enrolled in the Caterpillar 5 year or 6,000 hour Extended Powertrain Warranty Program.
- 2.) At time of return for buy-back, all major components must be in good operating condition.
- 3.) Machine shall be complete with all original equipment as outlined in the bid specifications and as delivered to the commission.
- 4.) Sheet metal, cosmetic, and other accidental damage shall not exceed \$500.00.
- 5.) Rubber tires must measure at least 40% remaining on the lift of the tire with a depth gauge.
- 6.) Roll-over protective structure (ROPS) must be intact without damage or presence of welding.
- 7.) Tuscaloosa County Commission must adhere to all lubrication and service guide requirements requested in the Caterpillar Lubrication and Maintenance Guide furnished with the machine.

Tuscaloosa County Commission must furnish Thompson Tractor with oil samples at intervals as specified in the Caterpillar Lubrication and Maintenance Guide. Oil sample kit and analysis will be furnished by Thompson Tractor at no additional cost to the commission.

- 8.) Tuscaloosa County Commission must give Thompson Tractor a 90-day advance notice of their intention to exercise the buy-back option.
- 9.) Tuscaloosa County shall have the option of keeping the machine instead of exercising the buy-back.
- 10.) Years and hours of operation specified in this agreement are to be adhered to. Thompson Tractor and Tuscaloosa County representatives will inspect the machine at time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL: 140M

	<u>SERIAL NUMBER</u>	<u>HOUR READING AT DELIVERY</u>	<u>DELIVERY DATE</u>	<u>BUY-BACK EXPIRATION DATE</u>
1.	<u>B9D00624</u>	21	5/21/2008	5/21/2011
2.	<u>B9D00626</u>	22	5/21/2008	5/21/2011
3.	<u>B9D00627</u>	16	5/21/2008	5/21/2011
4.	<u>B9D00774</u>	13	5/21/2008	5/21/2011
5.	<u>B9D00775</u>	12	5/21/2008	5/21/2011
6.	<u>B9D00776</u>	12	5/21/2008	5/21/2011
7.	<u>B9D00777</u>	12	5/21/2008	5/21/2011
8.	<u>B9D00778</u>	15	5/21/2008	5/21/2011
9.	<u>B9D00779</u>	12	5/21/2008	5/21/2011
10.	<u>B9D00789</u>	18	5/21/2008	5/21/2011
11.	<u>B9D00792</u>	14	5/21/2008	5/21/2011

ACCEPTED ON THE 2nd DAY OF JUNE, 2008

Wally Hand SHOT SUPERINTENDANT
 TUSCALOOSA COUNTY COMMISSION

John Walker
 THOMPSON TRACTOR CO., INC.

BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor grader	Eleven (11) new 2011 Deere 770GP Motor Graders *meet or exceed all specs requested Each	\$203,731.00
Buyback Bid 3 Yr. Option	Each	\$160,947.00
Option A	Each	\$600.00 deduct
Option B	Each	\$1,320.00
Option C	Each	\$28,465.00


*revised Buyback Bid w/ option C is \$174,147.00 per unit; unit is a 772GP; same terms
BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS & conditions apply.

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2008 Caterpillar 140M Motor Grader	Trade-in only; one used unit per new unit	
S.N. B9D00789	Each	\$146,000.00
S.N. B9D00627	Each	\$148,000.00
S.N. B9D00776	Each	\$145,000.00
S.N. B9D00777	Each	\$148,000.00
S.N. B9D00792	Each	\$148,000.00
S.N. B9D00624	Each	\$140,000.00
S.N. B9D00774	Each	\$145,000.00
S.N. B9D00778	Each	\$150,000.00
S.N. B9D00779	Each	\$145,000.00
S.N. B9D00775	Each	\$150,000.00
S.N. B9D00626	Each	\$146,000.00

Name of Company: Warrior Tractor & Equipment Co., Inc.

Mailing Address: P.O. Box 412 Northport, AL 35476

Telephone Number: (205) 339-0300

Name: Luther W. Richardson III 

Title: Sales Representative

Date: January 19, 2011

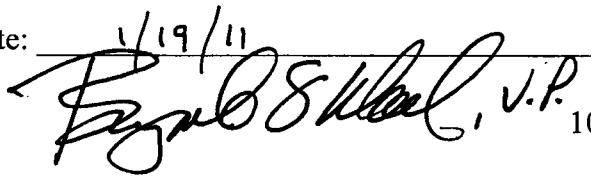
BID FOR NEW MOTOR GRADERS

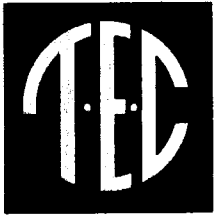
<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor grader	Each	_____
Buyback Bid 3 Yr. Option	Each	_____
Option A	Each	_____
Option B	Each	_____
Option C	Each	_____

BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2008 Caterpillar 140M Motor Grader		
S.N. B9D00789	Each	_____
S.N. B9D00627	Each	_____
S.N. B9D00776	Each	_____
S.N. B9D00777	Each	_____
S.N. B9D00792	Each	_____
S.N. B9D00624	Each	_____
S.N. B9D00774	Each	_____
S.N. B9D00778	Each	_____
S.N. B9D00779	Each	_____
S.N. B9D00775	Each	_____
S.N. B9D00626	Each	_____

**\$1,814,999.95*
 NET GUARANTEE
 FOR ALL ELEVEN
 MOTOR GRADERS
 *SEE AUCTION
 PROPOSAL
 ATTACHED.
 *TIRES WILL BE 50% MINIMUM

Name of Company: J.M. WOOD AUCTION CO., INC.
 Mailing Address: 3475 ASHLEY ROAD, MONTGOMERY, AL 36108
 Telephone Number: 334-264-3265
 Name: BRYANT WOOD
 Title: VICE-PRESIDENT
 Date: 1/19/11




TRACTOR & EQUIPMENT Company



BID FOR NEW MOTOR GRADERS

BID ITEM	UNIT	TOTAL PRICE
Base Bid Motor Grader	Each	<u>\$213,231.00</u>
Buyback Bid 3 Year Option Must meet Komatsu return provisions	Each	<u>\$125,000.00</u>
Option A	Each	<u>-\$500.00</u>
Option B	Each	<u>\$1,500.00</u>
Option C	Each	<u>Not Available</u>

BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS

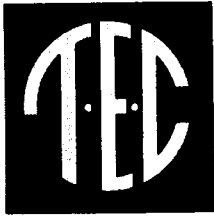
BID ITEM	UNIT	BASE BID
Trade-In, individual bid, or guaranteed Auction Consignment 2008 Caterpillar 140M Motor Grader		
S.N. B9D00789	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00627	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00776	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00777	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00792	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00624	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00774	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00778	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00779	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00775	Each (trade in only)	<u>\$165,000.00</u>
S.N. B9D00626	Each (trade in only)	<u>\$165,000.00</u>

DELIVERY

Specify delivery date: 30 - 60 Day Delivery

Name of Company: Tractor & Equipment Company
Mailing Address: 3820 Greensboro Ave, Tuscaloosa AL. 35405
Telephone Number: 205-752-0621
Name: Jody Thomason
Title: Branch Manager
Date: January 19, 2011
Signature:

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE • ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER
CONDITIONS BEYOND OUR CONTROL • ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY



TRACTOR & EQUIPMENT

Company



3820 Greensboro Avenue · Tuscaloosa, AL 35405
(205) 752-0621 · FAX (205) 752-1948

January 19, 2011

EXCEPTIONS TO MOTOR GRADER BIDS

Tier 3 Engine

Engine displacement is 408 cubic inches.

Transmission is 8F – 4R gears with travel speed of 27.5 mph forward and 25 mph reverse.

Circle shall center shift a minimum of 23 inches right and left of center on Komatsu. (Not 28" and 27")

The teeth on the front 180 degrees (not 240 degrees) of the circle shall be induction hardened to reduce wear and extend component life.

Hydraulic pump capable of 52.8 gpm oil flow (NOT 54 gpm)

Implement valves are mechanical over hydraulic pressure compensated.

All hoses shall be tagged with part numbers. Komatsu does not offer.

Rear tandem oscillation shall be a minimum of 11 degrees forward and 13 degrees reverse.
(Not 15 degrees either way)

Does not offer a proximity alarm.

Do not offer all wheel drive

We appreciate the opportunity to submit this proposal and look forward to the favor of your order.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody Thomason'.

Jody Thomason
Branch Manager

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tractor & Equipment Company, Inc.

as Principal, hereinafter called the Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter

called the Surety, are held and firmly bound unto Tuscaloosa County, Alabama

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Eleven (11) GD655-5 Motor Graders

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of January, 2011.

[Signature]
(Witness)

Tractor & Equipment Company, Inc.
(Principal) (Seal)

By: BRANCH MANAGER
(Title)

Toni S. Varner
(Witness)
Toni S. Varner

Western Surety Company, Inc.
(Surety) (Seal)

By: [Signature]
(Title)
Amanda C. Myers, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Amanda C Myers, Terri Lynne W Loving, Toni S Varner, Individually

of Opelika, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of September, 2010.



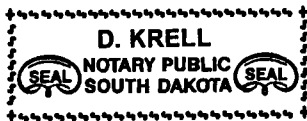
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of September, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of January, 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



Exhibit "A"

January 19, 2011

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, Alabama 35402

RE: Eleven Motor Graders Bid

Dear Commissioner;

We want to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** the opportunity of submitting a proposal on the auction of your surplus equipment. We believe our method and services as an Auction Company are necessary for you to achieve the profitable and professional disposal you expect.

1. The proposed auction dates available per your awarded delivery dates are **March 2-4, 2011**, **April 22, 2011** and **June 8-10, 2011** at the auction facilities in Montgomery, Alabama and Columbia, South Carolina.
2. Our advertising agency will prepare a descriptive brochure with color pictures and a detailed listing of your equipment. A personalized mailing list will be selected from our 75,000 national and international buyers. Plus, your County will benefit from our chain-advertising program, which advertises your equipment on prior auction brochures and Internet advertising.
3. Attractive newspaper ads will be placed in over three hundred (300) newspapers reaching over three million (3,000,000) readers. Plus, we will advertise in strategic national trade publications as, **Rock & Dirt**, **Machinery Trader**, **Contractors Hotline**, **The Equipment Trader** and **Southern Loggin' Times**. These publications will run attractive full- page advertisements announcing the auction. In addition we feature your equipment **WORLD WIDE** on our website. This method exposes your equipment to millions of potential customers that visit our website each day to view equipment that they need for there operations. We don't stop with just listing your equipment on line we offer **LIVE INTERNET BIDDING** at our auctions. Our live Internet auctions have registered thousands of new buyers that want and need your equipment. This national and international advertising campaign is essential in insuring the maximum dollar potential of your equipment.
4. **J.M. WOOD AUCTION COMPANY, INC.** will have representatives marketing your equipment and answering questions from prospective buyers prior to and during the auction.
5. **J.M.WOOD AUCTION COMPANY, INC.** will furnish all personnel to set-up, conduct the auction, collect all proceeds and assist in load-out for five (5) days following the auction.
6. Approximately two (2) weeks prior to auction date, our sales and set-up staff will be on site, organizing, tagging, and cataloging the items for auction. We will furnish a detailed sale day catalog for each buyer on inspection day and the day of the auction.
7. **J.M. WOOD AUCTION COMPANY, INC.** will furnish a computerized statement of each item sold. Auctioneer acts as Sellers agent. Seller guarantees that he is the sole owner of items being sold and states that items are free of all mortgages liens and encumbrances. Seller agrees to disclose all liens mortgages,

taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the Equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.

8. **J.M. WOOD AUCTION COMPANY, INC.** gives Tuscaloosa County a gross financial guarantee of **\$1,951,612.85** (***\$1,814,999.95 net guarantee***) for the sale of the equipment listed on the Tuscaloosa County Inventory (Eleven Cat Motor Graders). A commission rate of **7% Absolute** will be charged to gross sales.

9. Tuscaloosa County will provide the eleven motor graders prior to pickup in like or similar condition including but not limited to: tires, glass, cutting edges and sheet metal. J.M Wood Auction Co., Inc. will furnish an on-site detailed clean-up service.

10. **J.M. WOOD AUCTION COMPANY, INC.** will freight the equipment listed on the Tuscaloosa County Inventory to the Montgomery, Alabama or Columbia, South Carolina Facility.

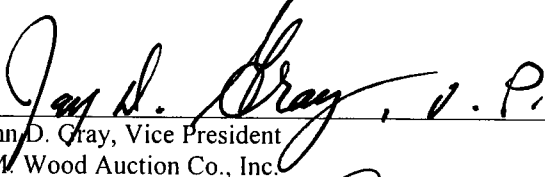
11. **J.M. WOOD AUCTION COMPANY, INC.** will issue Tuscaloosa County a check for full settlement within eight (8) banking days after the auction.

We would like to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** to present this proposal to you and we look forward to conducting your auction. Please contact us if we can be of further assistance.

"WE TURN EQUIPMENT INTO CASH!!"

Tuscaloosa County, Chairman

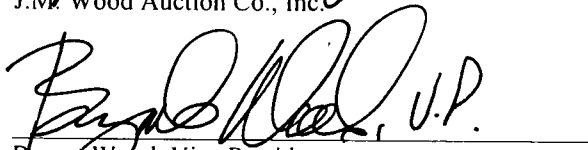
Date



John D. Gray, Vice President
J.M. Wood Auction Co., Inc.

1-17-11

Date



Bryan Wood, Vice President
J.M. Wood Auction Co., Inc.

1/17/11

Date

THIS DOCUMENT IS CONFIDENTIAL: IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.



January 18, 2011

Tuscaloosa County

Re: J. M. Wood Auction Co., Inc.
3475 Ashley Road
Montgomery, AL 36108

Dear Sirs;

Aliant Bank will agree to guarantee a check drawn on J.M. Wood Auction Co., Inc. made payable to you, the total amount not to exceed One million eight hundred fourteen thousand nine hundred ninety nine thousand and 95/100 (\$1,814,999.95). This commitment shall expire on January 31, 2011.

J. M. Wood Auction Co., Inc. has been a very valued long time customer of our Bank. Should you have any questions or need additional information, please give me a call at (334) 270-3002.

Sincerely,

A handwritten signature in cursive script that reads "Pete Knight".

Pete Knight
President, Montgomery Region

PRK/cbr

Post Office Box 135
Montgomery, Alabama 30601-0135
334-270-3000

BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor grader	Each	_____
Buyback Bid 3 Yr. Option	Each	_____
Option A	Each	_____
Option B	Each	_____
Option C	Each	_____

BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2008 Caterpillar 140M Motor Grader		<i>Below is purchase price only per Machine.</i>
S.N. B9D00789	Each	<u>\$151,111.11</u>
S.N. B9D00627	Each	_____
S.N. B9D00776	Each	_____
S.N. B9D00777	Each	_____
S.N. B9D00792	Each	_____
S.N. B9D00624	Each	_____
S.N. B9D00774	Each	_____
S.N. B9D00778	Each	_____
S.N. B9D00779	Each	_____
S.N. B9D00775	Each	_____
S.N. B9D00626	Each	_____

Name of Company: Black Warrior Auction

Mailing Address: 7110 Black Warrior Rd, Tuscaloosa AL, 35401

Telephone Number: 205-454-4646

Name: MARK White

Title: President

Date: 1/17/11



January 19, 2011

Tuscaloosa County Alabama
P.O Box 20113
714 Greensboro Avenue
Tuscaloosa, Alabama 35402-0113

Commissioners,

Thank you for the opportunity to bid on Tuscaloosa County's surplus trucks and equipment.

Ritchie Bros. proposes to sell your trucks and equipment by unreserved public auction at our yard in Jackson, Mississippi on March 18, 2011.

Based upon current market conditions, we are pleased to offer Tuscaloosa County the following proposal for the disposal of these trucks and equipment.

Purchase Proposal

- Ritchie Bros. would purchase the trucks and equipment from Tuscaloosa County.
- Ritchie Bros. would be responsible for the delivery of the trucks and equipment to our Jackson Mississippi facility.
- The condition of the trucks and equipment would be equivalent to or better than when viewed by Ritchie Bros. representative on or about January 14, 2011. The trucks and equipment would contain a minimum of 50% fuel and start, unassisted, at the turn of the key.
- If the equipment was not viewed by Ritchie Bros., Tuscaloosa County will guarantee the trucks and equipment are in good operating condition.
- Under this proposal, Ritchie Bros. would pay to Tuscaloosa County the sum of One Million Seven hundred and Five Thousand dollars (\$1,705,000.00) for the attached Schedule "A".
- Payment would be made upon availability of pickup for delivery and upon proof of clear title/ownership of the equipment.

With this proposal, the trucks and equipment must be available for pickup by February 21, 2011

We thank you for the opportunity to submit our proposal and look forward to receiving your most positive response.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'R. J. ...', written over a horizontal line.

Territory Manager

Ritchie Bros Auctioneers
172 Old Magee Road
Magee, Mississippi 39111

BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor grader	Each	_____
Buyback Bid 3 Yr. Option	Each	_____
Option A	Each	_____
Option B	Each	_____
Option C	Each	_____

BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2008 Caterpillar 140M Motor Grader		
S.N. B9D00789	Each	155,000 ⁰⁰
S.N. B9D00627	Each	155,000 ⁰⁰
S.N. B9D00776	Each	155,000 ⁰⁰
S.N. B9D00777	Each	155,000 ⁰⁰
S.N. B9D00792	Each	155,000 ⁰⁰
S.N. B9D00624	Each	155,000 ⁰⁰
S.N. B9D00774	Each	155,000 ⁰⁰
S.N. B9D00778	Each	155,000 ⁰⁰
S.N. B9D00779	Each	155,000 ⁰⁰
S.N. B9D00775	Each	155,000 ⁰⁰
S.N. B9D00626	Each	155,000 ⁰⁰

Name of Company: Ritchie Bros. Auctioneers, Ltd 1,705,000⁰⁰ - lump sum

Mailing Address: 115 Old Hwy 49 South Richland, MS 39218

Telephone Number: 601-939-2258

Name: Blair Finstad

Title: Area Manager

Date: Jan. 19, 2011

MONTH OF: DECEMBER, 2010

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	6568-6982	\$3,997,839.38
SPECIAL SALES TAX		
112 ROAD & BRIDGE	1397-1546	\$2,081,256.17
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	1523-1546	\$251,703.86
160 COMMUNITY DEVELOP	1550-1551	\$55,386.29
710 PAYROLL-CHECKS	91499-91566	\$1,700,739.73
	50959-51467	\$325,054.75
PAYROLL-DIR DEP	34449-35794	\$1,494,639.34
720 EXCESS LAND SALES		
730 FIDUCIARY	35	\$18.46
750 PISTOL PERMIT	3778-3794	\$24,346.58
780 E911	4450-4462	\$124,372.97
781 GAS TAX BONDING		
783 WORKMEN'S COMP	5125	\$10,242.48
784 TAX COLL SPECIAL	282-283	\$71.74
785 TAX ASSR SPECIAL	1701-1706	\$1,026.35
786 MFG HOMES		
787 MOTOR VEH TRAINING	99-108	\$1,195.31
		<hr/>
		\$10,067,893.41

CHECKED BY: WM Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM

W Hardy McCollum

COMMISSIONER, DON WALLACE

Don Wallace

COMMISSIONER, GARY YOUNGBLOOD

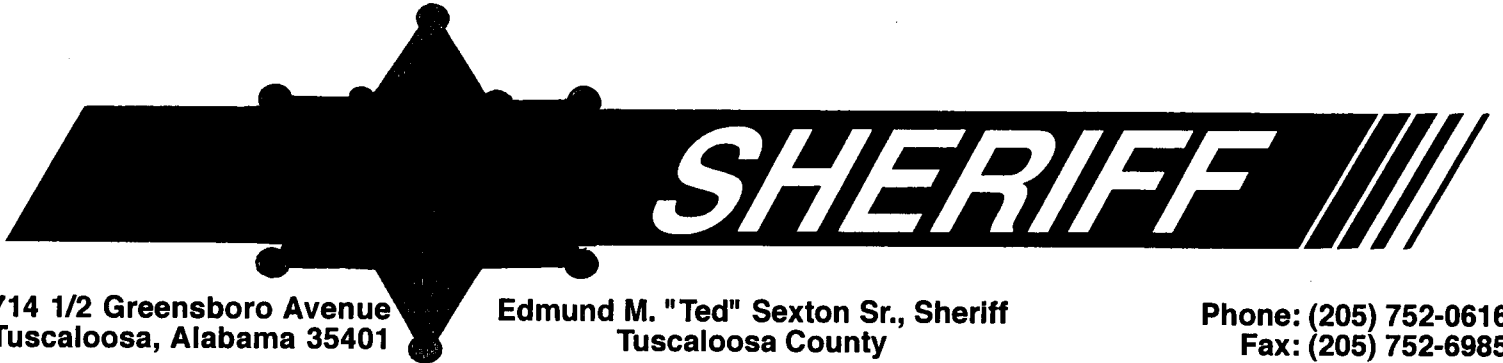
Gary Youngblood

COMMISSIONER, BOBBY MILLER

Bobby Miller

COMMISSIONER, REGINALD MURRAY

Reginald Murray



714 1/2 Greensboro Avenue
Tuscaloosa, Alabama 35401

Edmund M. "Ted" Sexton Sr., Sheriff
Tuscaloosa County

Phone: (205) 752-0616
Fax: (205) 752-6985

January 12, 2011

Bill Lamb, Accounting Manager
Tuscaloosa County Courthouse
714 Greensboro Avenue
Tuscaloosa, Alabama 35401

Dear Bill,

The Tuscaloosa County Sheriff's Office respectfully requests that the bid for Ballistic Vests, which was opened on 12/22/10 be awarded to *Protective Products Enterprises* as they were the lowest bidder meeting all specifications.

Should anything further be required, please do not hesitate to contact me direct.

Sincerely,

A handwritten signature in black ink that reads "Harry Montgomery". The signature is written in a cursive style with a large, looping flourish at the end.

Harry Montgomery, Chief Deputy

Hm/eg

January 18, 2011

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35402

Gentlemen:

I am pleased to provide you with a quote for eleven (11) new 2011 model John Deere 770GP motor graders. Along with standard specifications, these units are equipped as follows:



One (1) new Deere 770GP motor grader

- Grade Pro electro-hydraulic controls
- JDLink Ultimate w/ 3 years service included
- 9.0L engine; EPA Interim Tier 4 certified
- Autoshift transmission
- Black engine exhaust stack
- Standard fuel & water filtration
- 130 AMP alternator
- Grade Pro low cab w/ lower front & side opening windows
- 24-to-12 volt converter (30 amps)
- AM/FM radio w/ CD and WB
- Lower front wiper & washer
- GP premium heated, high-wide back air-suspension seat
- Deluxe grading lights (16 halogen lights)
- 14ft. x 24in. x 7/8in. moldboard w/ 6in. x 5/8in. cutting edge
- Reversible overlay end bits
- Blade impact absorption system
- Circle nylon wear inserts
- Circle drive w/ slip clutch
- Grade Pro controls w/ aux. for rear ripper attachment
- Rear-mounted scarifier w/ rear hitch & pin; 9 scarifier teeth
- 17.5R25in. L2 Single Star XTLA Michelin radial tires; 1pc. Rims
- Dual batteries – 1400 CCA
- Decelerator
- 5 lbs. ABC fire extinguisher
- Oil sample kits
- Manuals requested
- Rear proximity alarm
- Master disconnect switch w/ key lock
- 12 month Full machine warranty
- 5 year/6,000 hour Powertrain & Hydraulics warranty

Sale Price Per Unit.....\$203,731.00

**The units quoted include all items requested and meet or exceed all specifications requested.*

6801 McFarland Blvd.W.
P.O. Box 412
Northport, AL 35476
Phone: (205) 339-0300
Fax: (205) 333-0101

Athens
Birmingham
Montgomery
Oxford
Monroeville

Representing:
John Deere
Peterbilt

Buyback Price Per Unit (3 year/5,000 hour).....\$160,947.00

**See Executed Buyback Agreement for details.*

Trade-In Prices.....see tabulation sheet

Option A – 12ft. moldboard.....deduct \$ 600.00 per unit

Option B – Rearview camera system.....add \$ 1,320.00 per unit

Option C – All wheel drive.....add \$ 28,465.00 per unit

**Revised buyback w/ option C is \$174,147.00 per unit;*

same terms & conditions apply

***All wheel drive unit is a 772GP Deere motor grader.*

Delivery: 90 to 120 days from receipt of order

These machines are quoted F.O.B. your facility in Tuscaloosa County, Alabama, and the above prices do not include applicable sales tax.

Thank you for the opportunity to quote our equipment!

Sincerely,



Luther W. Richardson III

GUARANTEED BUY-BACK AGREEMENT

This agreement shall apply to the following machine:

Eleven (11) new John Deere 770GP Motor Graders with cab and heater/air conditioning, 17.5R 25 radial tires, 14' moldboard, and rear-mounted scarifier.

On or before the end of three (3) years from the date of delivery or 5,000 service meter hours, whichever comes first, Warrior Tractor & Equipment Company, Inc. agrees to buy back from Tuscaloosa County the above described machines for the sum of \$160,947.00(per machine).

The following stipulations shall apply:

1. Machine must be enrolled in the 5 year/6,000 hour SECURE extended Powertrain & Hydraulics warranty program.
2. At the time of return for buy-back, all major components must be in good operating condition.
3. Machine must be complete with all attachments.
4. Sheet metal, cosmetic, and other accidental damages shall not exceed \$1,500.00.
5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth Gauge, and all tires per unit must be a matched set.
6. Roll-over protection structure (ROPS) must be intact without damage or presence of welding. All glass must be intact with no cracks.
7. Tuscaloosa County Commission must adhere to all lubrication and service guide requirements in the Operator's Manual furnished with machine.

Tuscaloosa County Commission must furnish Warrior Tractor with oil samples at intervals as specified in the Operator's Manual. Oil sample kit and analysis will be furnished by Warrior Tractor per your request.

8. Tuscaloosa County Commission must give Warrior Tractor a 90-day advance notice of their intention to exercise the buy-back option.
9. Tuscaloosa County Commission shall have the option of keeping the machine instead of exercising the buy-back.
10. Years and hours of operation specified in the agreement are to be adhered to. Warrior Tractor & Equipment Company, Inc. and Tuscaloosa County Commission representatives will inspect machine at the time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

EXHIBIT "A" DWD

BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor grader	Each	_____
Buyback Bid 3 Yr. Option	Each	_____
Option A	Each	_____
Option B	Each	_____
Option C	Each	_____

BID FOR USED 2008 CATERPILLAR 140M MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2008 Caterpillar 140M Motor Grader		<i>Net price at Auction in Philadelphia</i>
S.N. B9D00789	Each	<u>152,500</u>
S.N. B9D00627	Each	<u>152,500</u>
S.N. B9D00776	Each	<u>152,500</u>
S.N. B9D00777	Each	<u>152,500</u>
S.N. B9D00792	Each	<u>152,500</u>
S.N. B9D00624	Each	<u>152,500</u>
S.N. B9D00774	Each	<u>152,500</u>
S.N. B9D00778	Each	<u>152,500</u>
S.N. B9D00779	Each	<u>152,500</u>
S.N. B9D00775	Each	<u>152,500</u>
S.N. B9D00626	Each	<u>152,500</u>

Name of Company: Deanco Auction Co.

Mailing Address: PO Box 1248 Philadelphia Ms 39350

Telephone Number: 601-656-9768

Name: Donnie W Dean

Title: Owner

Date: 1-19-11



Tuscaloosa Co. Commission

1-19-11

AUCTION PROPOSAL

Dear Sirs,

Deanco Auction Company is pleased to present the following auction proposals for liquidation of your surplus items listed in the attached "Exhibit A".

1. Services Offered by Deanco Auction Company :

- a. Guarantee all auction proceeds and assume full responsibility for collection of funds from the sale of your surplus equipment.
- b. Provide all licenses and other bonds required to conduct this auction.
- c. Provide premises liability insurance.
- d. Make full settlement to Seller within ten (10) working days of auction.
- e. Provide to assist in transportation of the equipment listed in "Exhibit A" from your location to the Deanco Philadelphia, MS sale site.
- f. Provide a cleaning service to detail your equipment at minimal cost to you.
- g. Suggest any minor repairs or refurbishment that will increase the auction value.
- h. Take photos of the equipment listed in "Exhibit A" for our advertising purposes and Internet bidders. This will require some assistance from your personnel coordinating photo opportunities.
- i. Design, print and direct mail more than 105,000 full color brochures to our customers located throughout the United States and over 800 International Buyers.
- j. Pay all postage and advertising expenses for the auction.
- k. Collect and submit all applicable state sales and use taxes for this auction according to the regulations set forth by the governing authority.
- l. Provide all labor and supplies needed to set up and conduct the auction in an organized and professional manner.
- m. Provide security for the consignor's equipment two (2) weeks prior the auction.
- n. Print a detailed, descriptive buyers guide for registered bidders at the sale. This catalog will also be available online at our website.
- o. Provide Online Internet Bidding and Online Inspection Reports to allow buyers who cannot attend the sale in person to buy your equipment over the Internet.
- p. Provide adequate concessions (food, drink, etc.) and restrooms for the auction.

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733



2. Recommended Dates of Auction :

Deanco Auction urges you to sell your surplus late-model equipment at this upcoming Contractor's Equipment Sale:

March 23-24 2011 in Philadelphia Ms.

This auction has already been widely publicized and we have already received a tremendous response. Also, this sale will have Live Internet Bidding in conjunction with our conventional auction, a valuable addition to our sales, often resulting in over ten percent of total sales.

3. Auction Locations Offered :

Philadelphia, Mississippi

This auction will be located at our permanent auction facility in Philadelphia, Mississippi. This established sale site boasts a 3,800-foot paved and lighted private airstrip and is located only minutes away from The Pearl River Resort (one of the top tourist attractions in Mississippi). This is truly one of the nicest auction facilities in the United States. This sale will positively be one of the largest auctions held in the Southeast in *2011*. This auction will definitely be a great opportunity to offer your for sale to contractors, dealers, and related buyers from all over the U.S.

4. Responsibilities of Seller :

- a. Seller shall provide an opportunity for Deanco Auction personnel to make group photos of the your surplus equipment listed in "Exhibit A" for our advertising, at least one month prior to the sale date.
- b. The surplus equipment listed in "Exhibit A" shall be in the same condition as when appraised other than normal wear, hours and mileage. All should start, run and operate properly and have no other problems that could hinder a drive through auction. In addition, all tires on the equipment listed in "Exhibit A" shall have ~~50%~~ ^{40% (DWD)} minimum tread depth and no major cuts or damage.
- c. All items in "Exhibit A" shall be without liens. Titles for any titled vehicles shall be delivered to Auctioneer before the auction date.



5. Appraisal Of Seller's Surplus Equipment :

Deanco Auction Company offers an appraised value of the Seller's surplus equipment listed in the attached "Exhibit A" in the total amount of \$ _____ if sold at Deanco Auction on the sale date listed above.

6. Our Commission Rates :

a. Straight Commission Sale: Deanco Auction Company will conduct the auction of the Seller's equipment listed in the attached "Exhibit A" for a straight commission of FIVE Percent (5 %) of the last bid made or received.

b. Guarantee Gross Sale: Deanco Auction Company will guarantee gross sales of the Seller's surplus equipment listed in the attached "Exhibit A" to be no less than the appraised value of \$ See Exhibit A less the normal SEVEN Percent (7 %) commission charged for the guaranteed sale. Furthermore, Seller will positively receive a *guaranteed net minimum* of no less than \$ See Exhibit A from the sale of their surplus equipment listed in "Exhibit A", payable to Seller within 10 days or on the day of sale.

I would like to personally thank you for allowing Deanco Auction Company to submit this auction proposal. I can assure you that all the personnel of Deanco Auction Company will work hard to make this auction of your surplus equipment as successful as we have for many other Alabama, Mississippi, Florida, and Georgia counties, contractors, and equipment dealers in the past sales.

Sincerely,

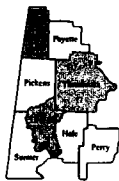
Donnie W. Dean

Donnie W. Dean, Owner

Mississippi Auctioneer's License# 733 - Alabama Auctioneer's License# 907
Mississippi Auctioneer's Gallery License# 835F

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733



West Alabama Community Traffic Safety Program

3401 Martin Luther King, Jr. Blvd.

Tuscaloosa, Alabama 35401

(205) 758-9743 - Fax (205) 758-9745

Maxie Thomas, Director

The West Alabama Community Traffic Safety Program herein after referred to as WACTS and the Tuscaloosa County Sheriff Office .Hereinafter referred to as AGENCY; enter into this agreement of property transfer.

The item (s) listed below are to be used exclusively for highway and traffic safety purposes in the authority of the Agency chief law enforcement official. Upon receipt of the items (s) by the Agency WACTS will no longer be responsible for management, reporting, or maintenance of the property. These items(s) are required to become part of the Agency permanent property management inventory are and are accountable by the AGENCY under an audit of such.

Item	Make	Model	Serial#
RADAR Antenna	Stalker	DSA-2X	ant 13739
RADAR ANTENNA	Stalker	DSA-2X	ant 13747
RADAR Gun	Stalker	DSA-2X	unit 39852
RADAR Gun	Stalker	DSA-2X	unit 39846
ROOM ANTENNA	Stalker	DSA-2X	ant 13754
ROOM ANTENNA	Stalker	DSA-2X	ant 1300

Tuscaloosa County Sheriff's Office

Edmond M "TOP" Sexton 12-1-10

AGENCY Authorizing Name/Date Printed

AGENCY Authorizing Signature /Date

Tuscaloosa County 12-1-10

Probate Judge Name/Date Printed

Probate Judge Signature /Date

Harvey McMillan

Maxie Thomas

12-1-10

WACTS Director Printed/Date

WACTS Director Signature/Date

November 3, 2010

Probate Judge W. Hardy McCollum
Tuscaloosa County Courthouse
Post Office Box 20067
Tuscaloosa, AL 35402-0067

Dear Judge McCollum:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **Ten Thousand dollars (\$ 10,000.00)**. Enforcement objectives will be realized through funding of overtime salary + fringe to state and local enforcement agencies to implement a comprehensive traffic safety program with a focus on statistic data contributing to crashes by implementing stationary, mobile (DUI), speed, safety belt, and child restraint enforcement programs.

Traffic enforcement programs coupled with intense community education and an awareness campaign has been found to be the most effective combination to reduce the number of traffic crashes, injuries and fatalities in a defined region. The West Alabama Traffic Safety Program Project will be used as a supplement to regular basis.

West Alabama Traffic Safety Program and The Tuscaloosa County Sheriff Department, hereafter referred to as AGENCY, for 100% funded salary plus allowable fringe overtime traffic enforcement and traffic safety education funds not to exceed \$ 10,000.00, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 11-HS-FR-001 Project.**

Agency agrees to comply with all documentation procedures as outlined in the Attached A before reimbursement will be made by West Alabama Traffic Safety's Director.

The AGENCY agrees to appoint a traffic coordinator and alternates from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, required documentation of overtime hours, required reporting to West Alabama Traffic Director of overall project within their department.

All reimbursement statements, contact reports, and supporting documentation must be submitted to West Alabama Traffic Safety Director, on or before, the 15th of the month following the month of activities. Automatic suspension of funds, until documentation is received, will occur for those departments not meeting this deadline.

The Enforcement Committee will meet monthly beginning November 1, 2010, on or before the last day of the month at 10:00 A.M. at location chosen by West Alabama Traffic Safety's Director. The dates of the meetings will be chosen by the Law Enforcement committee.

The AGENCY will coordinate traffic safety activities to coincide with, but not limited to, the five (5) major holidays: Memorial Day, Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and National Drunk and Drug Driving Week in December.

The AGENCY agrees to maintain an average of two (2) written contacts per hour, excluding educational material and verbal contacts, throughout the life of the project. These contacts may be written warnings and/or citations. The enforcement committee for approval will review extenuating circumstances.

The AGENCY agrees to use budget funds for Alcohol enforcement activities. The agencies will utilize CARE Data. Agencies will identify hot spots as identified by the State Data System.

The AGENCY is solely responsible for the acts and omission of its employees and agents. This agreement does establish an agency relationship between the Agency and West Alabama Traffic Safety Director. To the extent permitted bylaw, the Agency shall defend indemnify and hold harmless West Alabama Traffic Safety Director from all claims and demands for personal injury or death and property damages arising from the performance of this agreement by the Agency, its agents and employees, including expense, attorney fees, compensatory or punitive damages, claims, demands, actions, amounts, and costs incurred by the West Alabama Traffic Safety Director in the investigation and defense of such claims.

The AGENCY agrees to comply with all other requirements as outlined by West Alabama Traffic Safety Director which are needed to carry out the scope and intent of this project in accord with the Agreement entered into between West Alabama Traffic Safety Director and the State of Alabama Department of Economic Community Affairs, and the Law Enforcement Traffic Safety Division, as amended from time to time.

West Alabama Traffic Safety Director agrees to reimburse the AGENCY for actual traffic safety enforcement and education overtime worked under this project, provided the overtime is documented and spent in accordance with attachments A and approved by Enforcement and Education Committee Chairperson.

*The AGENCY agrees to submit a copy of their overtime policy with the return of the signed local agreement. The local agreement will not be considered complete unless an overtime policy is on file with WACTS.

*The AGENCY will be required to submit time sheets indicating regular shift hours were met, when submitting a claim for reimbursement of overtime hours worked.

ATTACHED A

DEFINITIONS

- a. Blitz – A period recognized by Federal agencies that require State action and reporting of a common action/goal. Blitz entails the maximum utilization of available resources towards the action or goal. Result reporting goes to State, then Federal Agencies in a timely manner.
- b. Mobilization – A period recognized and directed by State Agencies that require action and reporting of a common action/goal. Mobilization entails the utilization of available resources towards the action or goal. Result reporting goes to State Agencies in a timely manner.
- c. Operation – Is defined as a series of planned Details to be conducted within a 24 to 48 hour period.
- d. Detail – Local Police Departments and Sheriffs may utilize a two (2), four (4), or six (6) hour per day time block in which two or more officers/deputies work overtime enforcement under purview of a federal grant (listed a-d). Six hour time blocks are used when an officer/deputy is scheduled “OFF” during a normal work cycle. Participating Trooper Posts may schedule details up to ten hours due to department reporting structure that follows state guidelines. The purpose is to prevent the perception of part time work for law enforcers, while ensuring adequate “Operator Rest” before the next work shift.
- e. Vote – Voting or eligibility thereof – the Chief Law Enforcement Official (Chief of Police or Sheriff) or his/her designee of the AGENCY is the official voting representative on the WALEC (West Alabama Law Enforcement Committee).
- f. Excused Absences – A preannounced note or letter mailed (faxed or e-mailed) to any WALEC Officer and WAHSO articulating the time, sensitivity, urgency of presence (e.g. court appearance; personal family or work emergency involving hospital, legal or death) and non availability of other personnel (designated alternate, clerk, or secretary) that may represent the Sheriff or Chief of absent agency.
- g. Overtime Defined – Time beyond an established limit, as working hours in addition to those of a regular schedule; payment for additional work done outside of regular scheduled working hours. *When working ADECA overtime, you may not be on regular shift; clock out to work the overtime detail and then clock back in to work those regular shift hours after your regular scheduled duty hours.*
- h. Overtime Reimbursement – When working ADECA overtime, the agency should not deviate from its overtime policy. ADECA overtime should be consistent with existing Agency or Department of Labor policy. Persons signing up to work this overtime must ensure they have satisfied the regular duty hours as outlined in the Agency’s overtime policy – thus ensuring they are overtime eligible. It is recommended WALEC representatives add a disclaimer on their agency overtime sign-up sheets. Here’s a sample disclaimer: *“Persons signing up to work this overtime should ensure they have*

satisfied the regular duty hours as outlined in the overtime policy---thus ensuring they are overtime eligible. Persons who are not overtime eligible may sign up, but should notify Agency WALEC representative of the possibility of their not meeting the overtime threshold". At which time the WALEC representative may claim time worked as straight time.

Also, agencies must ensure they are first "disbursing funds" to their officers/deputies before requesting "reimbursement of funds" from ADECA.

Level of Effort – Supplement Not Supplant

- a. Ascertain if the entity used Federal funds to provide services which they were required to make available under Federal, State, or local law and were also made available by funds subject to a supplement not supplant requirement.

OMB Circular A-133 2.2

Adjustments in funding level; time period or scope of this agreement may only be accomplished through written amendment to this agreement upon recommendation of the Enforcement Committee and approved by the Executive Committee.

Authorizing Official
West Alabama Traffic Safety

Date



Agency Authorized Official

Date



Authorizing Enforcement Official

Date

~~Police Chief~~
Sheriff

1-11-11

Highway Safety Coordinator

Date

STATE CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49CFR s18.12.

Each fiscal year the State will sign these Certifications and Assurances that the state complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended;
- 49 CFR part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 49 CFR Part 19 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.
- 23 CFT Chapter II – (xx1200, 1205, 1206, 1250, 1251, 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b)(1)(A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions, local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b)(1)(B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b)(1)(C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 197, at all pedestrian crosswalks (23 USC 402(b)(1)(D));

Cash draw-downs will be initiated only when actually needed for disbursement, cash disbursements and balances will be reported in a timely manner as required by HHTSA, and the same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations (49CFT 18.20, 18.21, 18.41). Failure to adhere to these provisions may result in termination of drawdown privileges);

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation in highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ss 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. s794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (41 U.S.C. ss 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. ss 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. ss 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which may apply to the application.

The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):

The State will provide a drug-free workplace by:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantees policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by a paragraph (a).
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving an actual notice of such conviction.
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - 1) Taking appropriate personnel action against such an employee, up to and including termination.
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

BUY AMERICA ACT

The Agency will comply with the provisions of the Buy America Act (23 USC 101 Note_ which contains the following requirements:

Only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; such that materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Agency will comply with the provisions of 5 U.S.C. ss 1501-1508 and implementing regulations of 5 CTF Part 151, concerning "Political Activity of State or Local Offices, or Employees".

CERTIFICATION REGARDING FEDERAL LOBBING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING:

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial or participation in this covered transaction. This prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason or change circumstance.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it is known that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishments of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation this proposal.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year 09-10 highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1069 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Local Representative for Highway Safety

Date

November 3, 2010

Probate Judge W. Hardy McCollum
Tuscaloosa County Courthouse
Post Office Box 20067
Tuscaloosa, AL 35402-0067

Dear Judge McCollum:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **Three Thousand Two Hundred dollars (\$ 3,200.00)**. Enforcement objectives will be realized through funding of overtime salary + fringe to state and local enforcement agencies to implement a comprehensive traffic safety program with a focus on statistic data contributing to crashes by implementing stationary, mobile (DUI), speed, safety belt, and child restraint enforcement programs.

Traffic enforcement programs coupled with intense community education and an awareness campaign has been found to be the most effective combination to reduce the number of traffic crashes, injuries and fatalities in a defined region. The West Alabama Traffic Safety Program Project will be used as a supplement to regular basis.

West Alabama Traffic Safety Program and The Tuscaloosa County Sheriff Department, hereafter referred to as AGENCY, for 100% funded salary plus allowable fringe overtime traffic enforcement and traffic safety education funds not to exceed \$ 3,200.00, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 11-SP-PT-004 Project.**

Agency agrees to comply with all documentation procedures as outlined in the Attached A before reimbursement will be made by West Alabama Traffic Safety's Director.

The AGENCY agrees to appoint a traffic coordinator and alternates from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, required documentation of overtime hours, required reporting to West Alabama Traffic Director of overall project within their department.

All reimbursement statements, contact reports, and supporting documentation must be submitted to West Alabama Traffic Safety Director, on or before, the 15th of the month following the month of activities. Automatic suspension of funds, until documentation is received, will occur for those departments not meeting this deadline.

The Enforcement Committee will meet monthly beginning November 1, 2010, on or before the last day of the month at 10:00 A.M. at location chosen by West Alabama Traffic Safety's Director. The dates of the meetings will be chosen by the Law Enforcement committee.

The AGENCY will coordinate traffic safety activities to coincide with, but not limited to, the five (5) major holidays: Memorial Day, Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and National Drunk and Drug Driving Week in December.

The AGENCY agrees to maintain an average of two (2) written contacts per hour, excluding educational material and verbal contacts, throughout the life of the project. These contacts may be written warnings and/or citations. The enforcement committee for approval will review extenuating circumstances.

The AGENCY agrees to use budget funds for selective enforcement activities. The agencies will utilize CARE Data. Agencies will identify hot spots as identified by the State Data System.

The AGENCY is solely responsible for the acts and omission of its employees and agents. This agreement does establish an agency relationship between the Agency and West Alabama Traffic Safety Director. To the extent permitted bylaw, the Agency shall defend indemnify and hold harmless West Alabama Traffic Safety Director from all claims and demands for personal injury or death and property damages arising from the performance of this agreement by the Agency, its agents and employees, including expense, attorney fees, compensatory or punitive damages, claims, demands, actions, amounts, and costs incurred by the West Alabama Traffic Safety Director in the investigation and defense of such claims.

The AGENCY agrees to comply with all other requirements as outlined by West Alabama Traffic Safety Director which are needed to carry out the scope and intent of this project in accord with the Agreement entered into between West Alabama Traffic Safety Director and the State of Alabama Department of Economic Community Affairs, and the Law Enforcement Traffic Safety Division, as amended from time to time.

West Alabama Traffic Safety Director agrees to reimburse the AGENCY for actual traffic safety enforcement and education overtime worked under this project, provided the overtime is documented and spent in accordance with attachments A and approved by Enforcement and Education Committee Chairperson.

*The AGENCY agrees to submit a copy of their overtime policy with the return of the signed local agreement. The local agreement will not be considered complete unless an overtime policy is on file with WACTS.

*The AGENCY will be required to submit time sheets indicating regular shift hours were met, when submitting a claim for reimbursement of overtime hours worked.

ATTACHED A

DEFINITIONS

- a. Blitz – A period recognized by Federal agencies that require State action and reporting of a common action/goal. Blitz entails the maximum utilization of available resources towards the action or goal. Result reporting goes to State, then Federal Agencies in a timely manner.
- b. Mobilization – A period recognized and directed by State Agencies that require action and reporting of a common action/goal. Mobilization entails the utilization of available resources towards the action or goal. Result reporting goes to State Agencies in a timely manner.
- c. Operation – Is defined as a series of planned Details to be conducted within a 24 to 48 hour period.
- d. Detail – Local Police Departments and Sheriffs may utilize a two (2), four (4), or six (6) hour per day time block in which two or more officers/deputies work overtime enforcement under purview of a federal grant (listed a-d). Six hour time blocks are used when an officer/deputy is scheduled “OFF” during a normal work cycle. Participating Trooper Posts may schedule details up to ten hours due to department reporting structure that follows state guidelines. The purpose is to prevent the perception of part time work for law enforcers, while ensuring adequate “Operator Rest” before the next work shift.
- e. Vote – Voting or eligibility thereof – the Chief Law Enforcement Official (Chief of Police or Sheriff) or his/her designee of the AGENCY is the official voting representative on the WALEC (West Alabama Law Enforcement Committee).
- f. Excused Absences – A preannounced note or letter mailed (faxed or e-mailed) to any WALEC Officer and WAHSO articulating the time, sensitivity, urgency of presence (e.g. court appearance; personal family or work emergency involving hospital, legal or death) and non availability of other personnel (designated alternate, clerk, or secretary) that may represent the Sheriff or Chief of absent agency.
- g. Overtime Defined – Time beyond an established limit, as working hours in addition to those of a regular schedule; payment for additional work done outside of regular scheduled working hours. *When working ADECA overtime, you may not be on regular shift; clock out to work the overtime detail and then clock back in to work those regular shift hours after your regular scheduled duty hours.*
- h. Overtime Reimbursement – When working ADECA overtime, the agency should not deviate from its overtime policy. ADECA overtime should be consistent with existing Agency or Department of Labor policy. Persons signing up to work this overtime must ensure they have satisfied the regular duty hours as outlined in the Agency’s overtime policy – thus ensuring they are overtime eligible. It is recommended WALEC representatives add a disclaimer on their agency overtime sign-up sheets. Here’s a sample disclaimer: *“Persons signing up to work this overtime should ensure they have*

satisfied the regular duty hours as outlined in the overtime policy---thus ensuring they are overtime eligible. Persons who are not overtime eligible may sign up, but should notify Agency WALEC representative of the possibility of their not meeting the overtime threshold". At which time the WALEC representative may claim time worked as straight time.

Also, agencies must ensure they are first "disbursing funds" to their officers/deputies before requesting "reimbursement of funds" from ADECA.

Level of Effort – *Supplement Not Supplant*

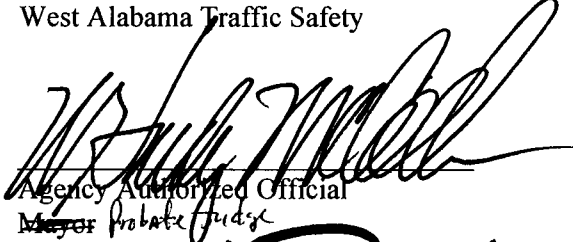
- a. Ascertain if the entity used Federal funds to provide services which they were required to make available under Federal, State, or local law and were also made available by funds subject to a supplement not supplant requirement.

OMB Circular A-133 2.2

Adjustments in funding level; time period or scope of this agreement may only be accomplished through written amendment to this agreement upon recommendation of the Enforcement Committee and approved by the Executive Committee.

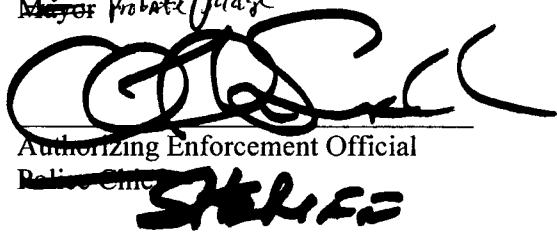
Authorizing Official
West Alabama Traffic Safety

Date



Agency Authorized Official
Mayor Probate Judge

Date



1-11-11

Authorizing Enforcement Official
Relive Clinic

Date

Highway Safety Coordinator

Date

STATE CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49CFR s18.12.

Each fiscal year the State will sign these Certifications and Assurances that the state complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended;
- 49 CFR part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 49 CFR Part 19 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.
- 23 CFT Chapter II – (xx1200, 1205, 1206, 1250, 1251, 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b)(1)(A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions, local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b)(1)(B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b)(1)(C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 197, at all pedestrian crosswalks (23 USC 402(b)(1)(D));

Cash draw-downs will be initiated only when actually needed for disbursement, cash disbursements and balances will be reported in a timely manner as required by HHTSA, and the same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations (49CFT 18.20, 18.21, 18.41). Failure to adhere to these provisions may result in termination of drawdown privileges);

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation in highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ss 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. s794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (41 U.S.C. ss 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ss 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. ss 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. ss 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which may apply to the application.

The Drug-free Workplace Act of 1988 (49 CFR Part 29 Sub-part F):

The State will provide a drug-free workplace by:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantees policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by a paragraph (a).
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving an actual notice of such conviction.
- f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - 1) Taking appropriate personnel action against such an employee, up to and including termination.
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

BUY AMERICA ACT

The Agency will comply with the provisions of the Buy America Act (23 USC 101 Note_ which contains the following requirements:

Only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; such that materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Agency will comply with the provisions of 5 U.S.C. ss 1501-1508 and implementing regulations of 5 CTF Part 151, concerning "Political Activity of State or Local Offices, or Employees".

CERTIFICATION REGARDING FEDERAL LOBBING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING:

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial or participation in this covered transaction. This prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason or change circumstance.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFT Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it is known that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishments of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation this proposal.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year 09-10 highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Local Representative for Highway Safety

Date

MAINTENANCE AGREEMENT

FEDERAL AID PROJECT
Project NH-0006(517)
Project Reference Number 100046352
Intersection Improvements on SR-6 (US-82) @ CR-66 (Bradley Rd)

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 STATE; and Tuscaloosa County, Alabama, hereinafter referred to as COUNTY;

WHEREAS, the STATE and the COUNTY desire to cooperate in the realignment of CR-66 (Bradley Road) at SR-6 (US-82).

WHEREAS, the STATE has identified the project as Project NH-0006(517) from the existing intersection of CR-66 (Bradley Road) at SR-6 (US-82) to approximately 700 feet west and 1200 feet east of intersection along the county road, hereinafter, referred to as the PROJECT.

NOW, THEREFORE, the STATE and the COUNTY hereto agree as follows:

- (1) 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.
- (2) A final inspection shall be made by the STATE after all work items have been completed.
- (3) Upon completion and acceptance of this PROJECT, the COUNTY will maintain roadway improvements in accordance with the requirements of the STATE as outlined in the latest edition of the national Manual on Uniform Traffic Control Devices.

IN WITNESS WHEREOF, the parties hereto have caused 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 by the Transportation Director.

WITNESS BY:

Tuscaloosa County, Alabama

BY: M. L. Vines
County Clerk (Signature)

BY: W. Hardy McCollum
Chairman (Signature)

M. L. Vines
Type Name of Clerk

W. Hardy McCollum
Type Name of Chairman

APPROVED AS TO FORM:

BY: _____
Jim R. Ippolito, Jr
Chief Counsel,
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

BY: _____
L. Dee Rowe, Division Engineer

BY: _____
D. W. Vaughn
Chief Engineer/Deputy Director

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation

BY: _____
D. J. McInnes, Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of _____, 2010.

BY: _____
Bob Riley, Governor of Alabama