

TUSCALOOSA COUNTY COMMISSION

MEETING

March 16, 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 authorize a proposal from Burk-Kleinpeter for the design of Tyro Creek Bridge Replacement Project.

Exhibit 3-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution for the following bridge replacement projects as required by the Alabama Department of Transportation:

Replacement of bridge over Jay Creek on Lake Robinwood Road
Replacement of bridge over Tyro Creek on Upper Tyro Road
Replacement of bridge over Rockcastle Creek on Hosmer Road

Exhibit 3-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to accept the low bid meeting specifications for mowing services on County roads. Bids will be opened on March 30, 2011.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to accept the low bid meeting specifications for welded wire mesh. The bidding firms are as follows:

Insteel Wire Products \$114,880.00
Nucor Steel Connecticut, Inc. \$142,735.00

Exhibit 3-3, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of February, 2011.

Exhibit 3-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the annual renewal of the Corps of Engineers contract for the Sheriff's Office.

Exhibit 3-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the District Development Projects as requested by Tuscaloosa County Park and Recreation Authority for fiscal year 2010-2011.

Exhibit 3-6, Page

Commissioner Reginald Murray's motion to reappoint Millard Evans to the Coker Water Authority Board for another six-year term failed for lack of a second.

Commissioner Don Wallace's motion to appoint Caroline Barnes to the Coker Water Authority Board, seconded by Commissioner Gary Youngblood and abstained by Commissioner Bobby Miller, failed on a two-to-zero vote, with Commissioner Wallace and Commissioner Youngblood casting the AYE votes. Probate Judge W. Hardy McCollum ruled there was no clear majority.

Probate Judge W. Hardy McCollum called for a revote to appoint Caroline Barnes to the Coker Water Authority Board. The motion failed on a two-to-zero vote, with Commissioner Wallace and Commissioner Youngblood casting the AYE votes.

Commissioner Reginald Murray's motion to reappoint Millard Evans for another six-year term to the Coker Water Authority Board was seconded by Commissioner Bobby Miller. Commissioner Wallace's motion to table failed on a two-to-zero vote, with Commissioner Wallace and Commissioner Youngblood casting the AYE votes.

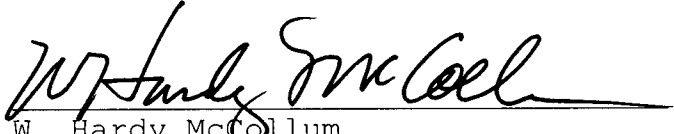
Commissioner Don Wallace's motion to depart from the order of business set forth in the official agenda to consider going into executive session to discuss the appointment for the Coker Water Authority Board, seconded by Commissioner Gary Youngblood, passed on a three-to-two vote.

Commissioner Bobby Miller presented a petition with signatures of citizens from Old Marion Road requesting speed tables.

Exhibit 3-7, Page

The Commission then removed into executive session, at the conclusion of which Probate Judge W. Hardy McCollum ruled that the issue of the Coker Water Authority Board appointment is tabled.

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 6, 2011.

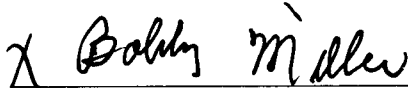


W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission

Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PEASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COMPRESIDENT
GEORGE C. KLEINPETER, JR., PEREGIONAL VICE PRESIDENT- AL
O. JEFFREY WOOD, PEVICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

February 28, 2011

Mr. Bobby Hagler, P.E.
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

Re: Tyro Creek Bridge Replacement

Dear Mr. Hagler:

Thank you for the opportunity to work with Tuscaloosa County on the above-mentioned project. I have attached a contract for your review. In addition, a breakdown of the estimated fee for design services is shown below for your information.

<u>Service</u>	<u>Total</u>
Subconsultant Services:	
Survey:	\$7700.00
Geotechnical:	<u>\$23,750.00</u>
	\$31,450.00
Bridge Design:	
Professional Engineer:	\$23,750.00
Technician:	<u>\$12,800.00</u>
	\$36,550.00
Roadway/Approach Design:	
Staff Engineer:	\$4000.00
Comments/Review Periods:	
Professional Engineer:	\$2600.00
Technician:	<u>\$3200.00</u>
	\$5800.00
Total Design Fee:	\$77,800.00

Please note that the above fees include time for comments and reviews. This project will be required to go through the ALDOT process. However, they do not include time for plats or right of way acquisition. Please let me know if you would like BKI to provide these services. In addition, I have included a fee for geotechnical work. We will not be certain if this is required until after the hydraulic review. In the event this work is not necessary, we will delete it from the scope.

RECEIVED
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OVER 100 YEARS OF SERVICE

Once again, thank you for the opportunity to work with you and Tuscaloosa County again. If you have any questions or need additional information, please feel free to contact me. I look forward to hearing from you.

Sincerely,

BURK-KLEINPETER, INC.

A handwritten signature in black ink, appearing to read "Bruce L. Higginbotham", written over a horizontal line.

Bruce L. Higginbotham, P.E.
Vice President

Enclosure

cc: File (TU.11.004)



**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

Tuscaloosa County (“Owner”) and

Burk-Kleinpeter, Inc. (“Engineer”).

Owner intends to Generally, replace an existing bridge located on Old Jasper Road with a new AASHTO-girder bridge structure.

This project will be referred to as the Tyro Creek Bridge Replacement Project.

_____ (“Project”).

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer

has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 Not Used

5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the

Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) ~~unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.~~

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and

review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without

liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G.

If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon ten days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon 30 days written notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking ~~the procedures of Exhibit H~~ or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any

and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. ~~The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.~~

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by

the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the

following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. ~~The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.~~

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 4 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.

~~D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of _____ pages.~~

~~E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.~~

~~F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.~~

G. Exhibit G, "Insurance," consisting of 1 pages.

~~H. Exhibit H, "Dispute Resolution," consisting of _____ pages.~~

~~I. Exhibit I, "Allocation of Risks," consisting of _____ pages.~~

~~J. Exhibit J, "Special Provisions," consisting of _____ pages.~~

~~K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of _____ pages.~~


8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 9 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: 

Engineer: 

By: W. Hardy McCollum

By: Bruce L. Higginbotham

Title: Chairman – Tuscaloosa County Commission

Title: Vice President

Date Signed: 3-29-11

Date Signed: 2/23/11

Engineer License or Certificate No. 23649

State of: Alabama

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Engineer shall:

1. Perform preliminary design.
2. Perform final design.
3. Provide construction plans and bid documents.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.01.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.01, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

21. Preparation for and attendance at public meetings and or public hearings.

22. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in Exhibit A.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Topographic, property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Perform or provide the following additional services: _____.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2--Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) -- Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. The fee structure for completion of Basic Services as described in Exhibit A is shown below.

<i>Survey Services</i>	<i>\$7700.00</i>
<i>Geotechnical Services</i>	<i>\$23,750.00</i>
<i>Design Services</i>	<i><u>\$46,350.00</u></i>
	<i>\$77,800.00</i>

2. The above lump sum fees include compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the above amounts billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the prevailing rates.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 15%.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 10%.

2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident:	<u>\$500,000</u>
2) Disease, Policy Limit:	<u>\$500,000</u>
3) Disease, Each Employee:	<u>\$500,000</u>
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
2) General Aggregate:	<u>\$1,000,000</u>
d. Excess or Umbrella Liability --	
1) Each Occurrence:	<u>\$2,000,000</u>
2) General Aggregate:	<u>\$2,000,000</u>
e. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	\$ _____
2) Property Damage:	
a) Each Accident	\$ _____

[or]

1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	<u>\$500,000</u>
f. Professional Liability --	
1) Each Claim Made	<u>\$2,000,000</u>
2) Annual Aggregate	<u>\$2,000,000</u>
g. Other (specify):	\$

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-02-11

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;

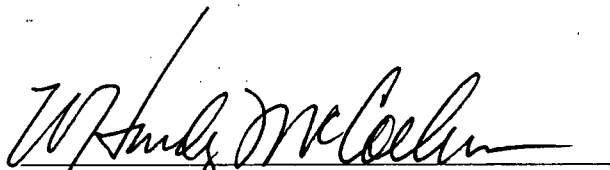
Replacement of a 45 foot bridge over Jay Creek on Lake Robinwood Road approximately 0.8 miles Southwest of Junction U.S. Highway No. 82
North ½ of the Southwest ¼ of Section 10, Township 21 South, Range 11 West
Structure Number -O CO0054 63 0000108Z 00
Sufficiency Rating - 35.9
Status - 1
Bin No. - 011456


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

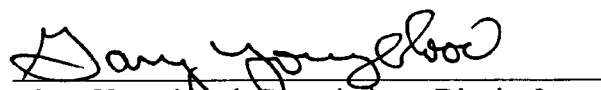
WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

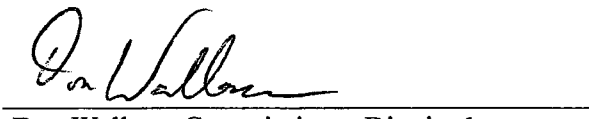
NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 16, day of March, 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

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-03-11

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;

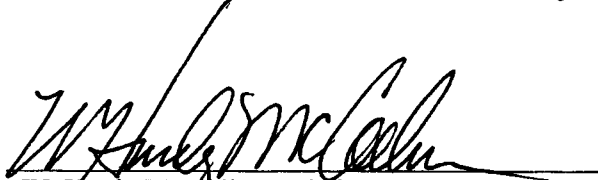
Replacement of a 92 foot bridge over Tyro Creek on Upper Tyro Road approximately 2.8 miles Northeast of Junction County Route No. 55
West ½ of the Southwest ¼ of Section 15, Township 17 South, Range 10 West
Structure Number -O CO0235 63 0000237Z 00
Sufficiency Rating - 39.4
Status - 1
Bin No. - 003913

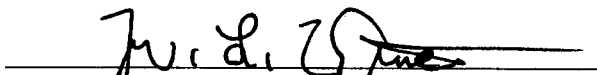
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or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

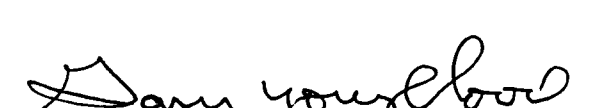
WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

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 16, day of March, 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

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-04-11

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;

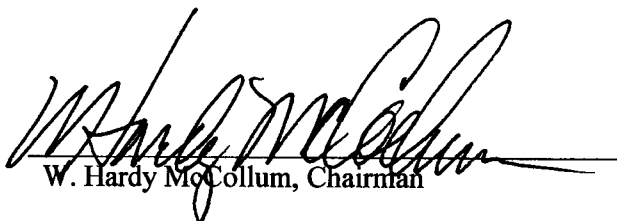
Replacement of a 49 foot bridge over Rockcastle Creek on Hosmer Road approximately 1.1 miles North of Junction Alabama Highway No. 216
East ½ of the Northwest ¼ of Section 22, Township 20 South, Range 6 West
Structure Number -O CO0481 63 0000216Z 00
Sufficiency Rating - 41.6
Status - 1
Bin No. - 012094

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 16, day of March, 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

WELDED WIRE REINFORCING SHEETS BID
BIDS TO BE OPENED MARCH 16, 2011 AT 9:00 a.m.

Company:

Insteel Wire Products

By:

Gloria Toomey

Address:

1373 Boggs Drive

Mount Airy, NC 27030

Phone: 1-800-334-9504 x 3039

Item	Cost per Sheet	Total Cost
1000 Sheets Backwall Panel Mats	\$ <u>47.38</u>	\$ <u>47,380.00</u>
1000 Sheets Wing Panel Mats	\$ <u>25.93</u>	\$ <u>25,930.00</u>
500 Sheets Deck Mats	\$ <u>83.14</u>	\$ <u>41,570.00</u>
Total Bid Price:		\$ <u>114,880.00</u>

Delivery Date: 4-1-11

Quote

Please visit our website at www.insteel.com



INSTEEL WIRE PRODUCTS®

1373 Boggs Drive
Mount Airy, NC 27030

Ship To:
Tuscaloosa, AL

Bill To:
County Commission
Tuscaloosa County Alabama
PO Box 20113
714 Greensboro Avenue
Tuscaloosa, AL 35402

Attn: Mike Henderson
PHONE: 205-345-6600
FAX: mhenderson@tuscco.com

Quote Date	02-Mar-11
Quote Number	91073
Agreement Number	
Payment Terms	
Sales Person	Jimmy George
Freight Terms	Prepaid
Carrier	
FOB	Destination
Approx. Lead Time	2 Weeks

Please Note:

This quotation is for 30 days acceptance. Prices quoted are for shipment by March 31, 2011 with receipt of purchase order within 30 days of original quotation.

Line	Quantity Shipped	Quantity Quoted	Item Description	Request Date	Unit of Measure	Unit Price	Selling Price	Extended Price
1		1000	Vx6 W10xW10 48"(+0.5,+0.5) x12'-8"(1,1) Wing Panel Mats Design Drawings Attached		CWT	\$49.20	\$47.38	\$47,380.00
					Tons	48.15	Unit weight 96.30 Line weight 96,300.00	
2		1000	Vx6 W10xW10 48"(+0.5,+0.5) x7'-(3,3) Backwall Panel Mats Design Drawings Attached		CWT	\$49.19	\$25.93	\$25,930.00
					Tons	26.36	Unit weight 52.71 Line weight 52,710.00	
3		500	Vx5 W9xW9 36"(+0.5,+0.5) x33'-8"(2,2) Deck Mats Design Drawings Attached		CWT	\$49.20	\$83.14	\$41,570.00
					Tons	42.25	Unit weight 168.98 Line weight 84,490.00	
4					CWT			
5					CWT			
6					CWT			
7					CWT			
8					CWT			

Total Weight 233,500.00
Tons 116.75

PLEASE INFORM US IMMEDIATELY IF THE FOLLOWING INFORMATION DOES NOT AGREE WITH YOUR RECORDS	TOTAL \$114,880.00
--	---------------------------

ALL INFORMATION CONTAINED HEREIN IS SUBJECT TO IWP TERMS AND CONDITIONS

Thank you for allowing Insteel Wire Products to quote you on this material.
Please let me know if you have any questions or if I can assist you with your order.

Gloria Toomey
(800) 334-9504 Ext. 3039
Fax: (336) 783-4339
gtoomey@insteel.com

INSTEEL WIRE PRODUCTS TERMS AND CONDITIONS

1. This Order Acknowledgement is our only method of acceptance of an order. Our acceptance is limited to the terms of this Order Acknowledgement. Your acceptance of delivery of materials we ship hereunder and your failure seasonably to object in writing to the terms and conditions as set forth below shall conclusively serve as evidence of your agreement that this document constitutes a complete and final agreement between us except as to delivery terms, and that this document incorporates any and all earlier communications, if any, to you by any of our representatives. No salesman or agent of Insteel Wire Products has any authority to change in any manner the conditions of sale and shipment as described herein. **If you issue a document of your own, this Order Acknowledgement shall supersede the terms of your document.**
2. **Payment:** Payment terms are stated on the face of this Order Acknowledgement as well as hereunder.
 - a. All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket, and/or bill of lading, whether signed by you or not, and our other delivery records.
 - b. If you fail to make payment when due, or if we at any time have any doubt as to your ability or intention to pay, we may decline to make any further shipments on this or any other order with you. The rights and remedies of Insteel Wire Products set forth herein shall not be exclusive and we shall have all other rights and remedies at law.
 - c. Sales or Use Tax are not included in the prices and you agree that should it be determined that the material sold hereunder is taxable or subject to any governmental charge or license fee, you will assume any such liability.
 - d. In the event of a default by you in making any payment due under this agreement or any other contract with or obligation to us, then, until you cure this default, we may at our election, apply any payments from you in such proportion to your various accounts with us as we deem proper. Delinquent amounts shall bear interest at an annual rate of eighteen (18%) percent.
 - e. In addition to all other rights herein set forth in the event of a default by you hereunder, Insteel Wire Products shall have, in addition to all other rights and remedies, the remedies of a secured party under the uniform commercial code including, without limitation, the right to take possession of materials delivered hereunder and for the purpose, Insteel Wire Products shall have the right to enter your premises and remove the remaining materials.
3. **Delivery**

Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Deliveries shall be made in accord with a delivery schedule, which may be revised to adjust to manufacturing requirements. We cannot guarantee precise delivery dates and we will not be responsible for delays in delivery, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind. Acceptance of delivery constitutes your acceptance of the delivery schedule against which the delivery was made.
4. **Warranty and Limitations:** Except as specifically agreed in writing by Insteel Wire Products, the products furnished hereunder shall be produced in accordance with Insteel Wire Products' standard practices. All products, however, including those products to meet exact specifications, shall be subject to mill tolerances and variations consistent with good mill practices with respect to dimension, weight, section, composition and mechanical properties, and to normal variations in surface and internal conditions and in quality. Products shall also be subject to variations from tolerance, and variations consistent with practical testing and inspection methods, and to regular mill practice on over and under shipments. **INSTEEL WIRE PRODUCTS MAKES NO WARRANTY, EXPRESS OR IMPLIED EXCEPT THAT THE PRODUCTS SHALL BE PRODUCED IN ACCORD WITH THE SPECIFICATIONS ON THE FACE OF THIS ORDER ACKNOWLEDGEMENT. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY INSTEEL WIRE PRODUCTS AND EXCLUDED FROM THE AGREEMENT. ALL MATERIALS ARE SOLD "AS IS" & THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.** Insteel Wire Products' responsibility under this warranty is LIMITED as follows:
 - a. To the repair or replacement of defective or non-conforming products or to the allowance of a credit for such products, at our option, strictly in accord with the procedure stated in Article 5-Claims.
 - b. Under no circumstances shall our maximum liability for damages exceed the contract price for the products claimed to be defective or unsuitable.
 - c. We shall not be liable for special, consequential, direct, indirect or incidental damages including without limitation any liquidated damages or penalties of any kind you may incur. We assume no obligation for expenses of any kind, whether arising from delays during replacement of materials for cause or otherwise.
 - d. Any action for breach of contract, breach of warranty, negligent manufacture or otherwise, arising from this Agreement or from condition of materials described herein must be commenced within one year after the cause of action has accrued.
 - e. **Secondary Material:** Notwithstanding any representations or warranties made above, if this Order Acknowledgment describes any materials to be furnished to you as "secondary", "sec", "as is", or otherwise describes our products as seconds or less than prime, then the following disclaimer shall apply: **TO PRODUCTS DESCRIBED HEREIN ARE SOLD "AS IS" AND "WITH ALL FAULTS". INSTEEL WIRE PRODUCTS MAKES ABSOLUTELY NO WARRANTIES, INCLUDING NO WARRANTY OF MERCHANTABILITY NOR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENTS MADE HEREIN THAT ARE INCONSISTENT WITH THE PROVISIONS OF THIS DISCLAIMER ARE INAPPLICABLE TO SALES OF SECONDARY MATERIAL.** In no event shall Seller be liable in breach of contract, warranty, negligence, strict liability, or any other cause of action in contract or tort, for personal injury or damages, or any consequential, direct, indirect or incidental damages. We make no representations about the product's condition, quality, character or about its ability to be used by buyer.
 - f. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE AND OUR SOLE RESPONSIBILITY AS STATED.** Any and all representations, promises, warranties or statements by Insteel Wire Product's agents that differ in any way from the terms of this agreement shall be given no force or effect.
5. **Claims:**
 - a. Damages in transit: Shipments must be inspected by you before unloading to ascertain any damage enroute. Claims for shortages or damages must be made by notation on the face of the freight bill at the time of unloading. The carrier, when accepting materials at our plant is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier who accepts our products for transportation.
 - b. Claims for shortages or defective materials or non-conformity to specifications, which would be revealed by prompt inspection, must be made in writing to Insteel Wire Products immediately and in any event, within 5 days after you receive the material so that any such claims can be investigated promptly.
 - c. Claims for defective materials or non-conformity to specifications, will be investigated promptly provided that you give us notice of the alleged defect or non-conformity in writing within 30 days after receipt of material. If the alleged defect or non-conformity to specifications is discernable from prompt inspection of the material you must advise us immediately upon receipt of the material.
 - d. In any event, if you do not provide us with written notice of any defect or non-conformity within thirty (30) days after delivery, such a failure to notify us shall constitute an irrevocable acceptance of the materials and workmanship, a waiver, and admission that you have had full and complete opportunity to inspect the material, an admission that the materials and workmanship fully comply with all terms and specifications of this agreement, and you shall be estopped from claiming otherwise.
 - e. No claim will be allowed except as provided above, and your remedies as provided herein and in paragraph 4 above are your exclusive and sole remedies.
6. **Force Majeure:** Insteel Wire Products may postpone this order as to undelivered shipments, and shall not be responsible or liable for any delays or non-performance in the event of fire, flood, explosion, the elements, other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials, failure of carriers to deliver either machinery, equipment, or material, in the event of any legislative, executive or judicial act of any political or governmental authority substantially effects Insteel Wire Products.
7. **Miscellaneous:**
 - a. All changes in the order must be in writing, showing the change and order. All costs for changes will be at your expense, subject to the terms and conditions herein.
 - b. Insteel Wire Products' failure to insist upon strict performance of any provision of this agreement shall not constitute a waiver of that or any provision of any of the sellers rights under this agreement, nor shall it constitute a waiver by Insteel Wire Products of any subsequent default by you in the performance of this agreement.
 - c. You agree to pay any and all costs, expenses, and attorney's fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement.
 - d. This agreement shall be construed & governed according to the law of the State of North Carolina, and any and all disputes arising hereunder shall be litigated in the State Courts of North Carolina.
 - e. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, receivers, legal representatives, successors, and assigns of the parties.
 - f. Should any part or provision of this agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining portions or provision or portions of provisions shall not be affected.



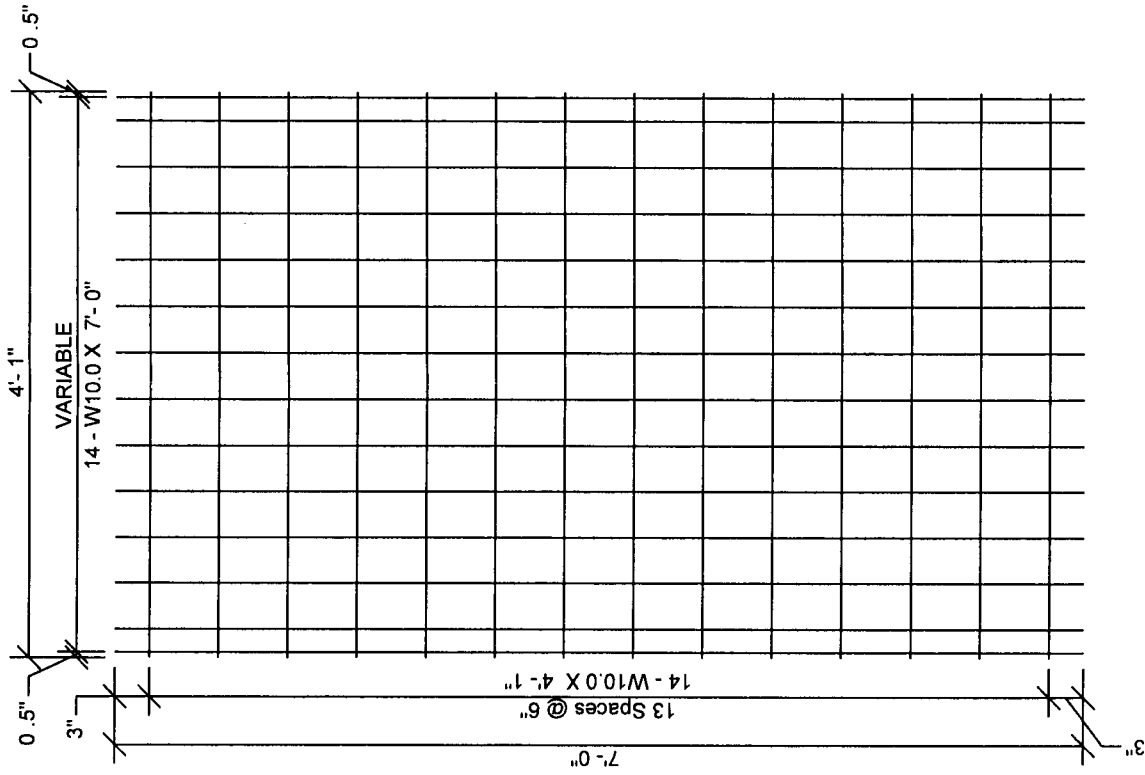
INSTEEL WIRE PRODUCTS

CUSTOMER Tuscaloosa County

PROJECT _____

LOCATION _____

DATE 03-02-2011 MARK NUMBER Backwall Panel Mats



L.W.SPAC	VAR
C.W.SPAC	6"
L.W.1 SIZE	W10.0
L.W.2 SIZE	N/A
C.W. SIZE	W10.0
WIDTH	4'-1"
LENGTH	7'-0"
OH.LEFT	0.5"
OH.RIGHT	0.5"
OH.TOP	3"
OH.BOTTOM	3"
YIELD	
BENT	No
CUT	No
ROLL	No
COLOR CODE	

W I R E S	LINE WIRE 1	LINE WIRE 2	CROSS WIRE
NO. PER SHEET	14	N/A	14
SIZE	W10.0	N/A	W10.0
LENGTH	7'-0"	-	4'-1"
W.T./SHEET	33.29#	-	19.42#
SHEET W.T.	52.71#		
QUANTITY	1,000		
SUB TOTAL WEIGHT	33,289.04#	-	19,418.60#
TOTAL WEIGHT	52,707.64#		
S.F./SHEET	28.58333		
LBS./CSF	184.4#		
Ast/LF	VAR		0.2 Sq.in.

VAR x 6 W10.0 / W10.0 48(+0.5, +0.5) x 7'-0" (3, 3)
 VAR = 0.5" OH, 1 @ 2", 11 @ 4", 1 @ 2", 0.5" OH

SPECIAL REMARKS: _____

APPROVED _____



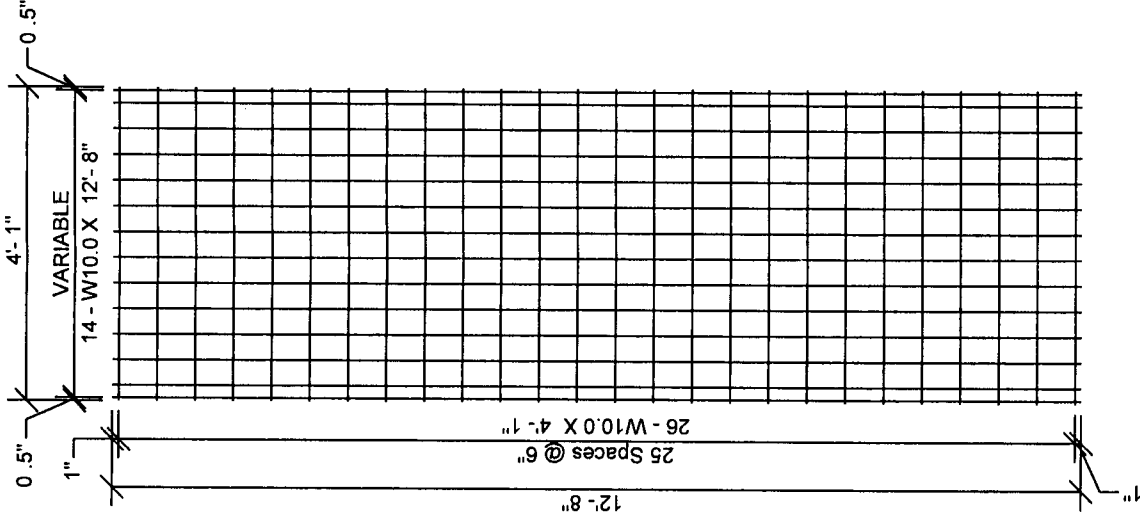
INSTEEL WIRE PRODUCTS

CUSTOMER Tuscaloosa County

PROJECT _____

LOCATION _____

DATE 03-02-2011 MARK NUMBER Wing Panel Mats



L.W.SPACE	VAR
C.W.SPACE	6"
L.W.1 SIZE	W10.0
L.W.2 SIZE	N/A
C.W. SIZE	W10.0
WIDTH	4'- 1"
LENGTH	12'- 8"
OH.LEFT	0.5"
OH.RIGHT	0.5"
OH.TOP	1"
OH.BOTTOM	1"
YIELD	No
BENT	No
CUT	No
ROLL	No
COLOR CODE	

W I R E S	LINE WIRE 1	LINE WIRE 2	CROSS WIRE
NO. PER SHEET	14	N/A	26
SIZE	W10.0	N/A	W10.0
LENGTH	12'- 8"	-	4'- 1"
W.T./SHEET	60.24#	-	36.06#
SHEET W.T.	96.30#		
QUANTITY	1,000		
SUB TOTAL WEIGHT	60,237.30#	-	36,063.12#
TOTAL WEIGHT	96,300.41#		
S.F./SHEET	51.72222		
LBS./CSF	186.19#		
AsT/LF	VAR		0.2 Sq.in.

VAR x 6 W10.0 / W10.0 48(+0.5, +0.5) x 12'- 8"(1, 1)

VAR =0.5" OH, 1 @ 2", 11 @ 4", 1 @ 2", 0.5" OH

SPECIAL REMARKS: _____

APPROVED _____



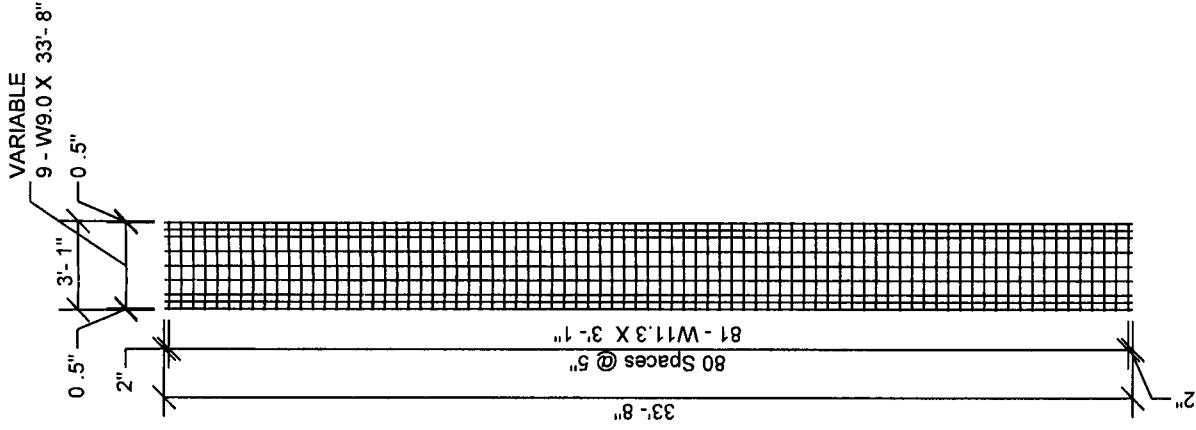
INSTEEL WIRE PRODUCTS

CUSTOMER Tuscaloosa County

PROJECT _____

LOCATION _____

DATE 03-02-2011 MARK NUMBER Deck Mats



L.W.SPAC	VAR	
C.W.SPAC	5"	
L.W.1 SIZE	W9.0	
L.W.2 SIZE	N/A	
C.W. SIZE	W11.3	
WIDTH	3'-1"	
LENGTH	33'-8"	
OH.LEFT	0.5"	
OH.RIGHT	0.5"	
OH.TOP	2"	
OH.BOTTOM	2"	
YIELD		
BENT	No	
CUT	No	
ROLL	No	
COLOR CODE		

W I R E S	LINE WIRE 1	LINE WIRE 2	CROSS WIRE
NO. PER SHEET	9	N/A	81
SIZE	W9.0	N/A	W11.3
LENGTH	33'-8"	-	3'-1"
W.T./SHEET	92.63#	-	95.86#
SHEET W.T.	188.50#		
QUANTITY	500		
SUB TOTAL WEIGHT	46,315.92#	-	47,932.39#
TOTAL WEIGHT	94,248.30#		
S.F./SHEET	103.8056		
LBS./CSF	181.59#		
Ast/LF	VAR		0.27 Sq.in.

VAR x 5 W9.0 / W11.3 36(+0.5, +0.5) x 33'-8" (2, 2)

VAR =0.5" OH, 2 @ 3", 4 @ 6", 2 @ 3', 0.5" OH

SPECIAL REMARKS: _____

APPROVED _____

WELDED WIRE REINFORCING SHEETS BID
BIDS TO BE OPENED MARCH 16, 2011 AT 9:00 a.m.

Company:

Nucor Steel Connecticut, Inc.

By:

Chuck Woss

Address:

35 Toelles Rd.
Wallingford, CT 06492

Phone:

203-265-0615 FAX 203-284-8125

Item	Cost per Sheet	Total Cost
1000 Sheets Backwall Panel Mats	\$ <u>31.12</u>	\$ <u>31,120.00</u>
1000 Sheets Wing Panel Mats	\$ <u>56.99</u>	\$ <u>56,990.00</u>
500 Sheets Deck Mats	\$ <u>109.25</u>	\$ <u>54,625.00</u>

Total Bid Price:

\$ 142,735.00

Delivery Date:

Quote valid for 30 days.
Entire order must ship complete by 4-30-11.

MONTH OF: FEBRUARY, 2011

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	7121-7585	\$3,693,192.57
112 ROAD & BRIDGE	1701-1834	\$1,858,018.28
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	1561-1580	\$148,051.25
160 COMMUNITY DEVELOP	1557	\$13,618.50
710 PAYROLL-CHECKS	91616-91665	\$1,185,832.46
	51603-51731	\$112,735.74
	PAYROLL-DIR DEP 36691-37588	\$962,573.80
720 EXCESS LAND SALES		
730 FIDUCIARY	36	\$39.62
750 PISTOL PERMIT	3816-3831	\$32,772.68
780 E911	4475-4483	\$61,548.66
781 GAS TAX BONDING		
783 WORKMEN'S COMP	5127, 284-285	\$9,337.20
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL	1711-1713	\$468.08
786 MFG HOMES		
787 MOTOR VEH TRAINING	115-116	\$837.00
		<hr/>
		\$8,079,025.84

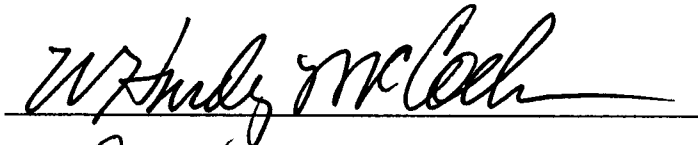
CHECKED BY:



WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

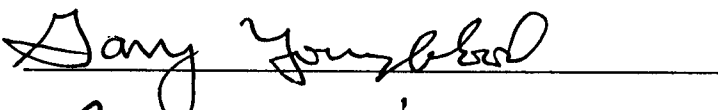
CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, DON WALLACE



COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
 W31XNJ1031496

PAGE 1 OF 19

2. CONTRACT NO. **W91278-11-P-0105** 3. AWARD/EFFECTIVE DATE **23-Feb-2011** 4. ORDER NUMBER 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE **W91278**
 ENDIST MOBILE CONTRACTING DIVISION
 109 ST JOSEPH ST
 MOBILE AL 36602
 TEL:
 FAX:

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: 18.5 NAICS: 561612

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO DEMOPOLIS SITE OFFICE CODE **K6R0MD0**
 DONNA BARHAM
 384 RESOURCE MANAGEMENT DRIVE
 DEMOPOLIS AL 36732-1546

16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE **4E2Y4**
 TUSCALOOSA, COUNTY OF
 714 1/2 GREENSBORO AVE
 TUSCALOOSA AL 35401-1844
 TEL. FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE
 USACE FINANCE CTR - DISBURSING OFFICER
 5722 INTEGRITY DRIVE
 MILLINGTON TN 38054-5005

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$29,120.00

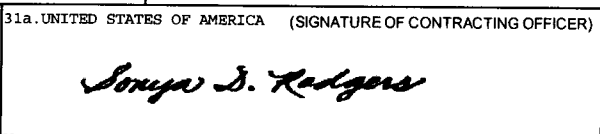
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 REF:

29. AWARD OF CONTRACT: REFERENCE
 OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR


31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


31c. DATE SIGNED
 25-Feb-2011

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
W. Hardy McCollum
 Chairman, Tuscaloosa County Commission

30c. DATE SIGNED
3-16-11

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 SONYA D RODGERS / CONTRACTING OFFICER
 TEL: 251-441-5406 EMAIL: sonya.d.rodgers@usace.army.mil

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Law Enforcement Patrol FFP FY11 Tuscaloosa County, AL	728	Hours	\$40.00	\$29,120.00
	Law Enforcement Contract Agreement for period 01-May-2011 to 05-Sep-2011				
	IAW attached Plan of Operation Appendix A, Scope of Work, Attachments 1 and 2.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W31XNJ1031496				
				NET AMT	\$29,120.00
	ACRN AA CIN: W31XNJ10314960001				\$29,120.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2011 TO 05-SEP-2011	N/A	DEMOPOLIS SITE OFFICE DONNA BARHAM 384 RESOURCE MANAGEMENT DRIVE DEMOPOLIS AL 36732-1546 334-289-3540 FOB: Destination	K5R0MD0

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 K5 X 08 2446 001680 96015 2520 6FD9K6 NA 89JGFF
AMOUNT: \$29,120.00
CIN W31XNJ10314960001: \$29,120.00

CLAUSES INCORPORATED BY FULL TEXT

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the

interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor

shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.209-3, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Specially Awardees, Proposed for Debarment (DEC 2010) (31 U.S.C. 5101 note). (Applied to contractor over \$30,000) (Not applicable to subcontractors. The prohibition of contractually available and shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

___ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

___ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

XX (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

XX (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XX (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

XX (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

~~___ (27) 52.222-40, Notification of Employment Goals Under the National Labor Relations Act (DEC 2010) (E.O. 13196).~~

XX (28) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

XX (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (34) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

WHEREAS, it is in the best interests of the Corps of Engineers to obtain the assistance of the Cooperative agency in the enforcement of state and local laws;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1. PLAN OF OPERATION

a. The Corps and the Law Enforcement Agency (LEA) have agreed to a Plan of Operation which describes the scope and extent of law enforcement services to be provided by the LEA in accordance with this agreement. Such Plan of Operation, as concurred in by the LEA, is attached hereto as Appendix A and made a part hereof. b. It is recognized and understood that the Corps and the LEA may, at the request of either, renegotiate the Plan of Operation. The renegotiated Plan of Operation shall, upon written acceptance thereof by both parties, supersede Appendix A.

ARTICLE 2. OBLIGATIONS OF THE LAW ENFORCEMENT AGENCY

a. The LEA agrees to furnish law enforcement services as follows:

1. Normal, emergency, or unanticipated enforcement of civil and criminal laws of the state and local jurisdiction on the designated lands and waters without claim for reimbursement under this agreement.

2. The enforcement of the state and local governmental civil and criminal laws on the designated lands in accordance with the schedules and duties described in the Plan of Operation, with payment by the Corps in accordance with Article 3 of this agreement.

b. The LEA agrees to provide personnel, equipment, and supplies which are required in order to provide the law enforcement services requested by the Corps in accordance with subparagraph (a) above.

c. The LEA agrees to prepare a Daily Enforcement Log of a format provided or approved by the Corps and to submit this log to the Corps at least once a month throughout the effective period of the current Plan of Operation.

d. The LEA agrees to assign only those personnel who are qualified and trained pursuant to the requirements of state and local laws and regulations to undertake the law enforcement services to be provided.

ARTICLE 3. OBLIGATION OF THE GOVERNMENT

Subject to the availability of funds, the Corps agrees to pay the LEA for the total cost of the law enforcement services to be provided in accordance with the provisions of Article 2.a.2, including the costs of operation and maintenance of such equipment as is required for the provision of such services identified in the Plan of Operation under Article 1. At the request of the LEA, partial payments may be made as the law enforcement services are performed based on billings as identified in the Plan of Operation and approved by the Corps.

ARTICLE 4. PERIOD OF SERVICES The period of this agreement shall be from the date of execution through the date specified in the order or until terminated by mutual agreement, or on written notice from either party to the other, as set forth in Articles 5 and 6.

ARTICLE 5. DEFAULT

In the event that either party to this agreement fails to meet any of its obligations hereunder, the other party may immediately terminate the whole or any part of this agreement. Such termination shall be effected by written notice of either party to the other.

ARTICLE 6. TERMINATION FOR CONVENIENCE The Corps or LEA may, on 30 days written notice, terminate this agreement, in whole or in part, when it is in the best interests of either party. If this agreement is so terminated, the Corps shall be liable only for payment in accordance with the payment provisions of this agreement for services rendered prior to the effective date of termination.

ARTICLE 7. RELEASE OF CLAIMS The LEA agrees to hold and save the Corps, its officers, agents or employees, harmless from liability of any nature or kind, for or on account of any claims for damages that may arise during the performance of the law enforcement services by the LEA under this agreement, except damages due to the fault or negligence of the United States or its agents.

ARTICLE 8. EXCLUSION OF FEDERAL EMPLOYEE BENEFITS It is understood and agreed that the services to be provided by the LEA and its employees shall not be considered to fall within the scope of Federal employment, that the LEA and its employees shall not be considered as agents or employees of the Federal government, and that none of the benefits of Federal employment will be conferred under the terms of this agreement.

ARTICLE 9. CHANGES Any changes in the provisions of this agreement which are necessary and proper will be made by formal amendment signed by both parties.

Attachment 1

NORMAL PATROL SCHEDULE

May 1, 2011 - September 6, 2011

<u>Day</u>	<u>Number of Vehicles/Officers</u>	<u>Patrol Areas</u>	<u>Work Hours</u>
Saturday	2 vehicle/officer	*	1PM - 9PM (8hrs)
Sunday	2 vehicle/officer	*	1PM - 9PM (8hrs)

74 eight (8) hour patrols = 592 normal patrol man-hours

HOLIDAY PATROL SCHEDULE

(These patrols are in addition to the above normal patrol schedule)

Memorial Day Weekend

Saturday 5/28/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Sunday 5/29/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 5/30/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 5/30/2011	1 vehicle/officer	*	1PM - 9PM (8hrs)

Independence Day Weekend

Saturday 7/2/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Sunday 7/3/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 7/4/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 7/4/2011	1 vehicle/officer	*	1PM - 9PM (8hrs)

Labor Day Weekend

Saturday 9/3/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Sunday 9/4/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 9/5/2011	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 9/5/2011	1 vehicle/officer	*	1PM - 9PM (8hrs)

12 eight (8) hour patrols = 96 holiday patrol man-hours

TOTAL 86 EIGHT (8) HOUR PATROLS = 688 ESTIMATED MAN-HOURS

(*) Officers scheduled to work Saturdays, Sundays and Holiday Patrol Schedules must report to Rocky Branch Park at beginning (within 30minutes) of shift to be assigned area to patrol. This will be assigned by the Corps Rangers on duty. Officers scheduled to work on normal patrol schedule should attempt to make patrols of all areas listed in item 1 of Appendix A.

Appendix A

PLAN OF OPERATION
2011

Law Enforcement Services
Black Warrior and Tombigbee Lakes, Holt Resource Office
Tuscaloosa County Alabama

1. Under terms of this agreement, increased law enforcement services shall be provided for the following Corps of Engineers operated and maintained areas on Oliver and Holt Lakes, Tuscaloosa County, Alabama.

Oliver Lock & Dam Fishing Pier
Rock Quarry Park
Burchfield Branch Park
Old Lock 15 Park

Mill Creek Boat Ramp
Rocky Branch Park
Deerlick Creek Park
Blue Creek Park

2. Currently Tuscaloosa County provides only unscheduled patrols of project areas and responds to calls for emergency assistance.
3. The contractor shall provide increased law enforcement services according to the terms of this agreement and Attachment 1. Increased patrols under the terms of this agreement must not exceed 728 man-hours. Hours of patrol may be adjusted by mutual agreement to allow for special problems or situations. Payment will be made for only man-hours worked.
4. Patrols should be concentrated at Oliver Lock & Dam Fishing Pier, Rocky Branch Park, Burchfield Branch Park, and Deerlick Creek Park during periods of heavy use. Officers must check-in and give park attendants their name at Deerlick Creek Park, Rocky Branch Park, and Burchfield Branch Park when patrolling those areas. Officers must check with that park attendant for any problems that may need their attention.
5. All officers must report to Rocky Branch Park at the start of the patrol shift on Saturdays, Sundays and any Holiday to get patrol assignment.
6. Officers should make regular foot patrols of beaches, picnic areas, and fishing piers with special emphasis on alcohol related violations. The possession of alcohol is prohibited in posted areas of Rocky Branch Park, Deerlick Creek Park, and Burchfield Branch Park. When people are observed with alcohol in prohibited areas, the officer should take the violator's name, address, driver's license number, etc. The violator should then be made to dispose of all alcohol or leave the area. The violator should be advised that they might receive a Corps of Engineers citation by mail. Persons appearing to be under the influence of alcohol/drugs or underage should be arrested at the officer's discretion.
7. Officers should ensure that the Rocky Branch Boat Ramp and Rock Quarry Boat Ramp are regularly patrolled during high visitation and or fishing tournaments.
8. Daily reports (Attachment 2) must be completed in "print" with all arrests, citations, warnings, accidents or incidents recorded. Beginning and ending times of each shift

must be recorded. Daily log reports will be submitted with monthly invoices to the Corps of Engineers.

9. All fatalities, crimes against persons, theft, vandalism, and other serious incidents **shall be reported to the Corps of Engineers within 24 hours.** A copy of the officers' field report must be furnished to the Corps of Engineers.
10. The per man-hour cost will be \$40.00 which includes \$5.00 per hour for operation, maintenance and repair of equipment necessary for performance of the agreement. This agreement cannot exceed 728 man-hours. The period of this contract is from the date of execution of agreement by contracting officer or May 1, 2011, whichever is later, through September 5, 2011.
11. Forty (40) hours will be included for administration purposes. These hours are to be used for scheduling and administrative duties related to the administration of the contract by non-patrolling Tuscaloosa County Personnel.
12. The contracting officer and the contractor shall designate specific individuals who are authorized to issue or receive request for law enforcement services under this agreement.
13. For partial payment, the contractor will submit monthly invoices including total charges, number of man-hours worked, starting and ending dates of billing period and daily reports for all shifts worked. Mail invoices and reports to:

Holt Resource Office
P.O. Box 295
Peterson, Alabama 35478-0295

14. Payments will be made by:

USACE FINANCE CENTER
7800 Third Avenue
Millington, Tennessee 38054-5005

**TUSCALOOSA COUNTY
DAILY LAW ENFORCEMENT LOG
(USACE LAW ENFORCEMENT AGREEMENT 2011)**

****ALL OFFICERS MUST REPORT TO ROCKY BRANCH PARK
AT START OF PATROL SHIFT TO GET PATROL ASSIGNMENT
FROM RANGERS ***NO EXCEPTIONS*****

DATE _____	OFFICER _____
TIME SHIFT START _____	BEGINNING MILEAGE _____
TIME SHIFT END _____	ENDING MILEAGE _____
 Point of Contact on	
Line Radio/Cellular Unit:	
Park Ranger Mark Meador	Line 14*4637 205/361-3805
Park Ranger Dale Pickard	Line 14*6336 205/361-3715
Park Ranger Diane Gruman	Line 14*4634 205/361-3778
Park Ranger Monica Noel	Line 14*23 205/361-3920
CO-OP Park Ranger Jason Cassity	Line 14*6337 205/361-3725
Park Manager Vacant	Line 14*6335 205/361-3698
 Gatehouse Phone Numbers:	
Deerlick Creek	(205) 759-1591
Rocky Branch	(205) 554-1684
Burchfield Branch	(205) 497-9828

- FREQUENT** Corps of Engineers Title 36 CFR violations to note:
- VIOLATION OF QUIET HOURS (2200 hrs TO 0600 hrs) EXCESSIVE NOISE
 - POSSESSION OF ALCOHOL IN RESTRICTED AREA
 - PETS OFF LEASH; PETS IN RESTRICTED AREA (BEACH)
 - CARELESS AND NEGLIGENT VEHICLE OPERATION
 - VANDALISM (DISTRUCTION OF GOVERNMENT PROPERTY)
 - **NOTE and COMMENT on the log, visitor contacts, verbal and written warnings, citations and arrests.**

AREA	IN	OUT	CODE	FINDINGS/ACTIONS/OBSERVATIONS

Application Summary

District 1 Advisory Committee:

TCHS – Football Field drainage project

Walker Elementary School- Outdoor Basketball Goals

Northside Park – Masterplan for a passive use park in Northside

Verner – Play equipment, sod improvements

District 2 Advisory Committee

Cottondale Elementary School – playground improvements

District 3 Advisory Committee:

Duncanville Middle School – baseball field project

Hillcrest girls fastpitch – bleachers Pavillions and park upgrades

Taylorville Community Club – Entrance sign and park beautification

Duncanville Little League – finish project from last year security light

District 4 Advisory Committee

Completion of Tiger Field – lighting project carryover from last year

Myrtlewood Elementary School – landscape project

SVHS –Outdoor Basketball Goals

**District 1
FY - 2010/ 2011**

Applicant	Project	Project cost	Cash	In Kind	Funding requested	Approved	Spent
Walker Elementary (additional request)*	installation of 5 outdoor basketball fields 3 bay swing set	\$5,000 \$ 11,000.00	\$ 300.00	\$ 5,500.00	\$ 5,000 5,500.00	\$5,000.00	
TCHS Football Booster Club	Laser grading, irrigation, drainage and sprigging on football stadium field	\$68,000	\$ 10,000.00	\$8,000	\$50,000	\$18,000.00	
Northside Park	Master planning for northside park (play equipment walking trail passive use	\$10,000	\$5,000		\$5,000.00	\$5,000.00	
Verner Elementary*	play equipment site prep, sod, benches, litter receptacles	\$ 27,714.00	\$ 7,250.00	\$ 6,700.00	\$ 13,764.00		
Project Total		\$ 121,714.00	\$22,550.00	\$18,500	\$79,264.00	\$28,000.00	\$0.00

approved 1/11/2011 by the Advisory Committee

*projects need approved by commission and returned to committee for approval

DISTRICT 2
FY- 2010/ 2011

Project Applicant	Proposed Project	Project cost	Cash	In kind	Funding requested	Approved	Spent
Cottondale Elementary School	Install border and mulch around new playground equipment to be purchased with grant	\$26,400.00	\$13,700.00		\$13,700.00	\$13,700.00	
Cottondale Dixie Youth	Sidewalk, replace 3 nets construct new batting cage	\$10,300.00	\$3,670.00	\$1,480.00	\$5,150.00	\$5,150.00	
Brookwood High School Baseball*	Batting cages, fencing, dugout renovation, backstop netting, irrigation	\$51,320.00	\$25,660.00		\$25,660.00		
Project total		\$61,620.00	\$29,330.00	\$1,480.00	\$44,510.00	\$18,850.00	-

approved 1/11/2011
 By the Advisory Committee
 * project came in after the advisory meeting requesting approval from commission pending approval by the advisory committee

District 3
FY - 2010 / 2011

Applicant	Proposed Project	Project cost	Cash on Hand	In kind donation	Funding requested	Approved	spent
Taylorville Community Club*	Park Completion Beautification new entrance sign, landscaping and metal dug out roof structures	\$ 35,000.00	\$ 25,000.00	tbd	\$ 17,500.00	\$ 17,500.00	
Hillcrest Girls Fastpitch	bleachers, team benches pavillion and picnic tables	\$ 16,600.00	\$ 8,300.00		\$ 8,300.00	\$ 8,300.00	
Duncanville Middle School	Baseball field construction	\$ 65,574.60	\$ 26,669.60	\$ 14,875.00	\$ 24,030.00	\$ 24,030.00	
Project Total		\$117,174.60	\$ 59,969.60	\$ 14,875.00	\$ 49,830.00	\$49,830.00	\$0

approved 1/12/2011 by the Advisory Committee

*Duncanville Little League had 6,000 left over from last year they wanted to put up an outdoor security light for their new park

DISTRICT 4
FY - 2010 / 2011

Project Applicant	Proposed Project	Project cost	Cash on Hand	In kind dona	Funding req	Approved	Spent
Myrtlewood elementary School	Playground equipment	\$16,000.00	\$8,000.00		\$8,000.00	\$8,000.00	
Westwood Elementary*	nature trail for outdoor classroom	\$5,549.00		\$4,000.00	\$800.00		
Northport Tiger Baseball * carryover approved last year	Lighting Project	\$56,660.00	\$25,000.00	\$3,830.00	\$27,830.00	\$27,830.00	
total		\$78,209	\$33,000.00	\$7,830.00	\$36,630.00	\$35,830.00	\$0.00

Reginald Murray Don Presley

approved 1/12/2011

*additional request after advisory meeting

**\$25,000 from Tiger Baseball used to purchase poles and pay electrical engineer already spent
The money was received Sept. 09, 2010 which made this project carryover into 2010-2011

Speed Bump Petition for Old Marion Road

The residents and community of Old Marion Road located in Duncanville, Tuscaloosa County, Alabama, request that speed control devices such as speed bumps or tables be installed on our road to protect our children and community.

Old Marion Road has become unsafe for the residents due to an abundance of speeding vehicles. Vehicles regularly disregard the speed limit, creating both noise problems during family and church activities and safety concerns for our families.

There are numerous families with children that reside on Old Marion Road. These children often enjoy playing outside, but as long as the speeders continue their lives are at risk.

We would like to see this problem resolved before our community loses a child or someone gets severely injured.

It is imperative to the safety of our community that this is addressed immediately. In the past, residents of our community have discussed this issue with our County Commissioner, Bobby Miller, but have gotten no resolution.

We, the undersigned, are respectfully asking for the installation of speed bumps or tables to be installed along Old Marion Road.

SPEED BUMPER PETITION FOR OLD MARION RD COMMUNITY

We, the community of Old Marion Rd, Duncanville Alabama are respectfully asking for the installation of speed bumper on Old Marion Rd to solve this problem. They are requested because of all abundance of people that continually speed down the street with children playing, big truck are tearing up the road, and when the churches in our area having service with loud noise from the trucks are too loud. Our community has to pick up our own trash, there are too many cars speeding on this road and we also need speed bumper for the safety of our community.

Our County Commission Bobby Miller informed Ms. Juanita Tucker that he was going to put speed bumper in our community last year and this never happened. We are signing this petition to request that Tuscaloosa County Commission have speed bumper put on Old Marion Rd.

1. PASTOR: Claude Prince - St
2. Rodney Lee
3. GUAM Johnson
4. CHARLENE MAY
5. JAMES MAY
6. Pat Bell
7. Rosa Bell
8. Cameron Bell
9. Battie Childs
10. Fannie Bell
11. Yolanda Bell
12. Rondel Anthony

13. ~~Keyana Hall~~
14. ~~Glenn Hall~~
15. ~~Ann Ball~~
16. ~~Henry Thompson~~
17. ~~Mable Lee~~
18. ~~LATASHA LEE~~
19. ~~Dandre Lee~~
20. ~~STEPHANIE HENDON~~
21. ~~Johnny Griffin~~
22. ~~Martha Lockert~~
23. ~~Aligil Moore~~
24. ~~Natural May~~
25. ~~Trisha J~~
26. ~~Maria J. Jasker~~
27. ~~Margen B. Tucker~~
28. ~~LaQuindra Hargrove~~
29. ~~Ambera Johnson~~
30. ~~Tairn Blackmon~~
31. ~~Titana Blackmon~~
32. ~~Alisha Prince~~
33. ~~Rodrick Moore~~
34. ~~Jessie Hall~~
35. ~~Sarah Williams~~
36. ~~Ruth Blount~~
37. ~~James Blunt~~
38. ~~Ylanda Pitt~~
39. ~~Johnny Pitt~~
40. ~~Donna Hargrove~~
41. ~~Sharatta L. Hamilton~~
42. ~~Quetta A. Hamilton~~
43. ~~MR & MRS Johnny Jones~~
44. ~~Juanita Tucker~~

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Rosa Wells

Ramona Tucker

Sis Mammie Smith

MS Ola M Bolton

MR & MRS Ralph Smith

MR & MRS Terrance Smith

Kenneth Smith

Ms Brenda Smith

Rena Sue Sparks

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

952.000-4021 DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

Pursuant to DFARS 201.602-2, effective on the date of award of this contract action, James Curry, is hereby delegated authority to act as the Authorized Representative of the Contracting Officer (COR) for this contract action, without power of re-delegation, for the purpose of discharging the following duties of the Contracting Officer:

- a. Assist in the technical monitoring or administration of this contract action.
- b. Determine acceptability of work performed.
- c. Handling of routine administrative and engineering matters.
- d. Furnishing of approved criteria, technical information and requirements.
- e. Inspection of all equipment furnished by the Contractor for use on this project, for suitability purposes as required by the contract.

- f. Perform the functions of the Assistant Property Administrator for the purpose of control and accountability of Government Furnished Property, (GFP), if GFP is included in this contract.
 - g. Review / Acceptance of submittals that the contract documents require the contractor to submit for approval. These submittals include but are not limited to shop drawings, samples, and letters of certification, tests and engineering information.
 - h. To approve payment request certificates/estimates and approve/release retained percentage.
 - i. Provide oversight to ensure contractor compliance with Contractor Manpower Reporting.
 - j. Approve application for Common Access Card (CAC) to contractor employees. Ensure all contractors/subcontractors requiring access to Automated Information Systems (AIS) have appropriate authorization (security investigation/favorable background check) prior to being permitted to access AIS.
 - k. Provide oversight and enforcement of the Quality Assurance Surveillance Plan (QASP) during contract administration.
 - l. Ensure contractor compliance with reporting in accordance with Subcontracting Plan (eSRS).
 - m. Complete a contractor performance evaluation in the appropriate database (i.e. ACASS, CCASS or CPARS)
2. The following delegated title will be used when signing any contractual documents pursuant to this authority: Example: John Doe, Authorized Representative of the Contracting Officer
 3. The above named COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of this contract action. The COR is not authorized to sign or request proposals for modifications.
 4. This delegation will remain in effect until completion of this contract action unless sooner rescinded in writing by the Contracting Officer or his successor.