

TUSCALOOSA COUNTY COMMISSION

MEETING

April 4, 2012

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:

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to B. G. Watkins Construction, Inc., in the amount of \$44,012.19 for the construction of the Camp Cedar Cove building, as well as the following material invoices totaling \$21,431.18:

Bama Concrete \$3,967.50
Building Specialties \$610.40
Construction Materials \$3,408.99
Ferguson \$9,359.80
Sequel Electric \$364.49
TVM \$3,720.00

Exhibit 4-1, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize approval of an agreement with the Alabama Department of Transportation for the installation of two traffic signals at Exit 100 of Interstate No. 20/59 and Alabama Highway 216.

Exhibit 4-2, Page

Commissioner Gary Youngblood's motion to authorize the Engineering Department to grant a permit to open cut Phyllis Drive for the installation of a sanitary sewer force main at the request of Lakeview Fire Department was seconded by Commissioner Bobby Miller. Commissioner Reginald Murray's motion to amend to open cut only if rock is encountered in the process, upon review of County Engineer Bobby Hagler, was accepted by Commissioner Gary Youngblood and approved unanimously.

Exhibit 4-3, Page

Commissioner Bobby Miller moved to authorize the request of County Engineer Bobby Hagler for selection of an engineering consultant for design of three bridges to be replaced and funded by the Alabama Transportation Rehabilitation and Improvement Program (ATRIP). Commissioner Bobby Miller subsequently amended his motion to authorize County Engineer Bobby Hagler to choose a qualified consultant. Commissioner Reginald Murray moved to award the South Sandy Road Bridge Replacement Project, the larger project, to Almon Associates and the Moccasin Branch Road and the Dobbs Road Bridge Replacement Projects, the smaller projects, to Burk-Kleinpeter. Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, to award the Moccasin Branch Road and the Dobbs Road Bridge Replacement Projects to Almon Associates and the South Sandy Road Bridge Replacement Project to Burk-Kleinpeter. Commissioner Bobby Miller withdrew his first motion and recommended the County Engineer choose a qualified consultant. After further discussion and recommendation of the County Engineer to award the Moccasin Branch Road and the Dobbs Road Bridge Replacement Projects to Almon Associates and the South Sandy Road Bridge Replacement Project to Burk-Kleinpeter, Commissioner Wallace confirmed his motion, seconded by Commissioner Miller, and it was approved unanimously.

Commissioner Don Wallace Moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution accepting streets in Arbor Subdivision.

Exhibit 4-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the low bids meeting specifications on the following bids opened today:

PURCHASE OF TWO BACKHOE TRAILERS

Tractor and Equipment Co. - NO BID
Palfleet Truck Equipment - NO BID
Trail-EZE Trailers - NO BID
Thompson Tractor Co., Inc. - \$51,488.00
Warrior Tractor & Equipment Co., Inc. - \$35,350.00

PURCHASE OF SKID STEER LOADER

Loader Services & Equipment, Inc. - \$33,341.25
Warrior Tractor & Equipment Co., Inc. - NO BID
Tractor and Equipment Co. - NO BID
Cowin Equipment Company, Inc. - NO BID
Thompson Tractor Co., Inc. - \$44,060.00

PURCHASE OF TWO SELF-PROPELLED STREET SWEEPERS

Warrior Tractor & Equipment Co., Inc. - NO BID

Cowin Equipment Company, Inc. - \$85,524.00 and \$7,500.00 for each 2001 model street sweeper, SN 401070 and 401071

Thompson Tractor Co., Inc. - \$81,616.00 and \$7,900 for 2001 model street sweeper SN 401070 and \$8,800.00 for 2001 model street sweeper SN 401071

Tractor and Equipment Co. - \$93,908.00 and \$8,500.00 for 2001 model street sweeper SN 401070 and \$9,500.00 for 2001 model street sweeper SN 401071

PURCHASE OF TWO TILT DECK EQUIPMENT TRAILERS

Trail-EZE Trailers - NO BID
Palfleet Truck Equipment - NO BID
Tractor and Equipment Co. - NO BID
Thompson Tractor Co., Inc. - \$50,788.00
Warrior Tractor & Equipment Co., Inc. - \$44,272.00

Exhibit 4-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to recognize a proclamation from the Governor of Alabama proclaiming April as "FAIR HOUSING MONTH."

Exhibit 4-6, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize Planning Director Farrington Snipes to submit an Enhancement Grant application to the Alabama Department of Economic and Community Affairs (ADECA) for a senior community-type structure for the Holt community and authorize Marcum Architects to perform preliminary work and Burk-Kleinpeter to perform minor engineering work to complete the application package as required by ADECA.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize Planning Director Farrington Snipes to submit an Enhancement Grant application to the Alabama Department of Economic and Community Affairs (ADECA) for the Holt Community involving sewer construction, infrastructure construction, and assistance with housing to assist the community in recovery from the April 2011 tornado and authorize McGiffert and Associates, LLC, to perform the engineering work on this project.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize Planning Director Farrington Snipes to include in the Enhancement Grant application to the Alabama Department of Economic and Community Affairs (ADECA) for the Holt Community, the reconstruction of a portion of Will Walker Road, which was damaged during the removal of storm debris from the April 2011 tornado and authorize McGiffert and Associates, LLC, to perform the engineering work on this project.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the renewal of contracts with RDS for the collection of tobacco and gasoline tax services at the same rate.

Exhibit 4-7, Page

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

Exhibit 4-8, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to assist with the construction of an access drive from the Montgomery Volunteer Fire Department to Alabama Highway 171 where a gravel drive now exists. Cost estimate is \$14,500.00.

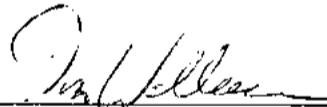
Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to post Hi Road "NO TRUCKS."

Commissioner Reginald Murray's motion to depart from the order of business set forth in the official agenda to consider seeking an Ethics Commission opinion regarding the Johnson Road Sewer Project, seconded by Commissioner Don Wallace, failed on a "NAY" vote by Commissioner Bobby Miller.

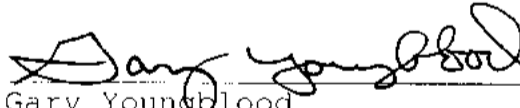
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 18, 2012.



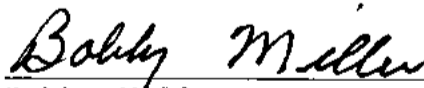
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



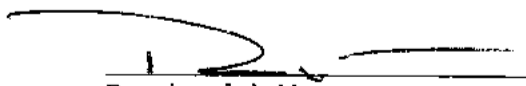
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

APPLICATION and CERTIFICATE for PAYMENT

Pay Application No. CC PR 6

Date: 26-Mar-12

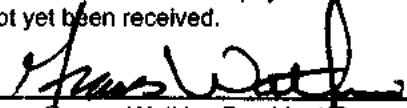
TO Owner: Tuscaloosa County Commission PO Box 20113 Tuscaloosa Alabama 35402	PROJECT: Camp Cedar Cove 10820 Ed Stephens Road Conttondale Alabama 35405
FROM Contractor: B. G. Watkins Construction, Inc. P.O. Box 353 Northport Alabama 35476	Architect: Marcum Architects

STATEMENT OF CONTRACT ACCOUNT:

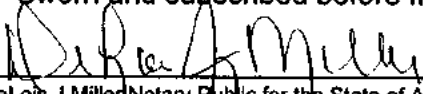
1	Original Contract Sum	(percentage complete)	94%	\$	445,695.00
2	Net Change by Change Order			\$	-
3	Contract Sum to Date	(Line 1 + 2)		\$	445,695.00
4	Total Completed and Stored to Date	(Column G on Application for Payment)		\$	418,001.64
5	Less Retainage 5% of 50% Not to Exceed	\$ 11,142.38		\$	10,450.04
6	Total Earned Less Retainage			\$	407,551.60
7	Less Owner Paid Materials			\$	127,023.05
8	Tax Savings			\$	N/A
9	Total amount due at this time			\$	280,528.55
10	Less Previous Payments			\$	236,516.36
11	AMOUNT DUE THIS REQUEST			\$	44,012.19
12	Balance to Finish, Including Retainage	\$ 27,693.36			

CONTRACTOR'S CERTIFICATION

The Undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have/will be paid for work for which previous Certification for Payment were issued and were/will be issued and payment received from the Owner and that current payment shown herein has not yet been received.

By:  Date 26-Mar-12
 Graves Watkins President/Owner

Sworn and subscribed before me this this date: 26-Mar-12


 DeLois J Miller Notary Public for the State of Alabama @ large my commission expire 6 Nov 2013

Owners Approval

By: _____ Date _____
 By: _____ Date _____

Project Name: **Camp Cedar Cove** Contractor: **B. G. Watkins Construction, Inc.** Pay Rec **CC PR 6**
 Date: **26-Mar-12**

A ITEM NO	B DESCRIPTION OF WORK NO. 1	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY (NOT IN d OR e)	G TOTAL COMPLETED TO DATE (d+e+f)	H % (g/c)	I BALANCE TO FINISH (c-g)
			PREVIOUS APPLICATIONS	THIS PERIOD					
1	Concrete (Rushing Concrete)	\$ 44,153.00	\$ 24,646.25	\$ 19,506.75	\$ -	\$ 44,153.00	100%	\$ -	
2	Masonry (Jones Masonry)	\$ 5,465.00	\$ 5,465.00		\$ -	\$ 5,465.00	100%	\$ -	
3	Structural Steel (Dogan Metal)	\$ 28,568.42	\$ 28,568.42		\$ -	\$ 28,568.42	100%	\$ -	
4	Metal Building (Harpole Steel)	\$ 64,981.00	\$ 64,981.00		\$ -	\$ 64,981.00	100%	\$ -	
5	Bomanite Flooring (Jeffco)	\$ 5,785.50	\$ 5,785.50		\$ -	\$ 5,785.50	100%	\$ -	
6	Painting (King & Spencer)	\$ 6,250.00	\$ 6,250.00		\$ -	\$ 6,250.00	100%	\$ -	
7	HVAC (McKvely Mechanical)	\$ 26,498.00	\$ 26,498.00		\$ -	\$ 26,498.00	100%	\$ -	
8	Electrical (Mills Electric)	\$ 42,500.00	\$ 40,447.00	\$ 2,053.00	\$ -	\$ 42,500.00	100%	\$ -	
9	Plumbing (Turner Plumbing)	\$ 30,300.00	\$ 4,545.00	\$ 24,755.00	\$ -	\$ 29,300.00	97%	\$ 1,000.00	
10	Canopies (Perfections)	\$ 3,764.00	\$ 3,764.00		\$ -	\$ 3,764.00	100%	\$ -	
11	Architect (Marcum)	\$ 19,750.00	\$ 19,750.00		\$ -	\$ 19,750.00	100%	\$ -	
12	Insurance	\$ 1,000.00	\$ 1,000.00		\$ -	\$ 1,000.00	100%	\$ -	
13	Drywall/Acoustical (T Acoustical)	\$ 19,979.00	\$ 18,479.00	\$ 1,500.00	\$ -	\$ 19,979.00	100%	\$ -	
14	Lockers, toilet accessories, doors & hardware	\$ 13,199.00	\$ 9,165.36	\$ 4,033.64	\$ -	\$ 13,199.00	100%	\$ -	
15	Millwork	\$ 5,750.00	\$ 5,750.00		\$ -	\$ 5,750.00	100%	\$ -	
16	Watkins General Requirements	\$ 127,752.08	\$ 85,785.71	15,273.01		101,058.72	79%	26,693.36	
	TOTALS:	\$ 445,695.00	\$ 350,880.24	\$ 67,121.40	\$ -	\$ 418,001.64	94%	\$ 27,693.36	

MATERIAL INVOICE SUMMARY No. 4

Pay Request	CC PR 6
Date:	03/26/12
B.C. No	

To: Tuscaloosa County Commission PO Box 20113 Tuscaloosa Alabama 35401	From: B. G. Watkins Construction, Inc. P.O. Box 353 Northport Alabama 35476
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Pursuant to the Agency Agreement between the Owner, and the undersigned providing for sales and use tax exempt purchase of materials to be used in the construction of Camp Cedar Cove Office/Shop. Please pay the following amounts shown in column (5) which is the total of the invoices attached to each enclosed Material Invoice Transmittal for the respective vendor

	(1) VENDOR	(2) INVOICE TRANS. NO.	(3) GROSS AMOUNT WITHOUT TAX	(4) CASH DISCOUNT	(5) NET INVOICE AMOUNT	(6) SALES & USE TAX SAVINGS
1	Bama Concrete	31	\$3,967.50	\$0.00	\$3,967.50	N/A
2	Building Specialties	32	\$610.40	\$0.00	\$610.40	N/A
3	Construction Materials	33	\$3,408.99	\$0.00	\$3,408.99	N/A
4	Ferguson	34	\$9,359.80	\$0.00	\$9,359.80	N/A
5	Sequel Electric	35	\$364.49	\$0.00	\$364.49	N/A
6	TVM	36	\$3,720.00	\$0.00	\$3,720.00	N/A
7				\$0.00	\$0.00	N/A
8				\$0.00	\$0.00	N/A
9				\$0.00	\$0.00	N/A
10				\$0.00	\$0.00	N/A
11				\$0.00	\$0.00	N/A
12				\$0.00	\$0.00	N/A
TOTALS THIS SUMMARY			\$21,431.18	\$0.00	\$21,431.18	N/A
TOTALS OF PREVIOUS SUMMARIES			\$105,591.87	\$0.00	\$105,591.87	N/A
TOTALS TO DATE			\$127,023.05	\$0.00	\$127,023.05	N/A
Transfer Total To Date to APPLICATION FOR PAYMENT, Last Page				Line 6.a	Line 6.b	Line 6.c


Graves Watkins BG Watkins Construction 3/26/2012
Date

Not Applicable
Architects Approval Date Awarding Authority Date



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

FIFTH DIVISION
OFFICE OF THE DIVISION ENGINEER
2715 East Skyland Boulevard

P. O. Box 70070, Tuscaloosa, Alabama 35407
Telephone: 205-553-7030
Fax: 205-556-0900



John R. Cooper
Transportation
Director

August 31, 2011

Bobby Hagler, Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

Dear Mr. Hagler:

Re: Proposed Traffic Control Signals
Alabama Highway 216 at Northbound and
Southbound Exit Ramps
I-20/59, Interchange 100, Tuscaloosa County

Attached is the Permit/Agreement for the installation, operation and maintenance of the traffic control signals at the above referenced location. The funding ratio for the installation will be 83.33% by the State and 16.67% by Tuscaloosa County.

Upon execution of the Agreement, please return it with a Resolution (or minutes) to this office. If you have any questions, please contact Robin Rhoden or Elaine Ferguson at 553-7030.

Sincerely,

L. Dee Rowe
Division Engineer

LDR/ERF

pc: File

RECEIVED

NOV 09 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

ALDOT DIVISION 5
2715 East Skyland Blvd Tuscaloosa, Alabama 35405

<i>For Official Use Only:</i> Legal Reference Number: _____ ALDOT Permit Number: _____

Division Permit Number: _____ Project Number: _____
Division: FIFTH County: TUSCALOOSA

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: PERMIT/AGREEMENT for the
INSTALLATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING**

This Permit/Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Permit/Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE), the TUSCALOOSA COUNTY COMMISSION (herein referred to as OWNER), and the [applicable not applicable] _____ (herein referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work above indicated by the alphabetic letter of "X" marked in the check-boxes above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE – if more space is needed, please use continuation sheets.**

ALABAMA HIGHWAY 216 AT NORTHBOUND AND SOUTHBOUND EXIT RAMPS, I-20/59, INTERCHANGE 100 IN TUSCALOOSA COUNTY

1. In the event the work to be accomplished is herein above identified by (A) and/or (B), the STATE OWNER PERMITTEE will furnish and the STATE OWNER PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Permit/Agreement.
2. The equipment and/or associated hardware shall be installed in accordance with the applicable following:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. The State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. The National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.

Initials: Owner WZ Permittee _____, Div. Engineer [Signature] Legal _____
Page 1 of 5 rev – 02/2011

3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the OWNER or PERMITTEE, as applicable, furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the OWNER or PERMITTEE, as applicable, shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Ownership of any and all equipment and/or associated hardware furnished by the STATE shall be transferred to the OWNER upon completion of the work indicated herein.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware, and invoice the OWNER for all costs incurred. The OWNER agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.
- 5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the OWNER shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by a school authority or a local government on behalf of a school authority and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the OWNER agrees to accept all responsibility for any injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware.

- B. Warranted traffic control signal. (Mark with "X" if applicable in check-box)

~~If the location identified on page one has "Traffic Control Signal:" marked, and the signal is warranted as marked above, the OWNER PERMITTEE (mark with "X" as applicable for the party identified on page one, section 1) shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER or PERMITTEE, as applicable, anyone employed by the OWNER or PERMITTEE, as applicable, or anyone for whose acts the OWNER or PERMITTEE, as applicable, may be liable.~~

~~Additionally, the OWNER shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees, in both their official and individual capacities, from and against any and all claims, damages, losses, and expenses, including~~

Initials: Owner LS TL Permitee _____, Div. Engineer ALL Legal _____

~~but not limited to attorney's fees, arising out of or resulting from the OWNER'S operation and maintenance of the equipment and/or associated hardware, or any claim, damage, loss or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER, anyone employed by the OWNER, or anyone for whose acts the OWNER may be liable.~~

~~The term "hold harmless" includes the obligation of the OWNER or the PERMITTEE, as applicable, to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.~~

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE OWNER PERMITTEE.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Permit/Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the OWNER.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "Exhibit M" is attached to and made a part of this Permit/Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Permit/Agreement shall contravene any statute of Constitutional Provision or Amendment, be enacted, then the conflicting provision in this Permit/Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Permit/Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. TERMINATION DUE TO INSUFFICIENT FUNDS

- A. If this Permit/Agreement term is to exceed more than one fiscal year, then said Permit/Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Permit/Agreement in subsequent fiscal years.
- B. In the event of proration of the fund from which payment under this Permit/Agreement is to be made, this Permit/Agreement will be subject to termination.

13. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Permit/Agreement.

Initials: Owner WJ, Permittee _____, Div. Engineer WJ, Legal _____

14. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 - 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE - If more space is needed, please use continuation sheets.

(Per ramp) 5 - 3 section, 12 in. circular red, 12 in. circular yellow, 12 in. circular green; 1 - 5 section, 12 in. circular red, 12 in. circular yellow, 12 in. circular green, 12 in. green arrow, 12 in. yellow arrow

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make: EAGLE	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
		<input type="checkbox"/> Other: _____	
		SYSTEM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

15. Distance in feet to the nearest adjacent traffic control signal: NOTE - if this Permit/Agreement covers more than one intersection, please use a continuation sheet.

North N/A South N/A East N/A West N/A

16. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.

17. The cycle length for actuated controllers shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controllers shall be dictated by the traffic volume count with adjustments when STATE approved.

18. In the event the warranting of the traffic control signal(s) is(are) based on projected traffic volumes developed and generated by a qualified Transportation Engineering Consulting firm using computer programs, data, and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers' Trip Generation Handbook, the following shall apply: If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices for Streets and Highways projected warranting criteria, the STATE reserves the right to demand the removal of the traffic control signal and/or associated hardware from the STATE highway system.

19. In the event the work to be accomplished is hereinbefore identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE OWNER PERMITTEE shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Permit/Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycles, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by (A), (B), and/or (C) and any immediately adjoining intersection(s) NOT identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Permit/Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may

Initials: Owner WJH, Permittee _____, Div. Engineer LL, Legal _____

supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Permit/Agreement.

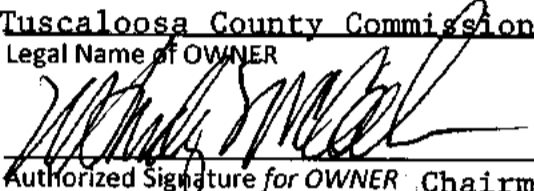
IN WITNESS WHEREOF, the parties hereto have caused this Permit/Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Permit/Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.

(Seal of OWNER)

_____ Legal Name of PERMITTEE (if applicable)
By: _____ Authorized Signature for PERMITTEE

Tuscaloosa County Commission
Legal Name of OWNER

Attest: _____
(Seal or notary signature)

By: 
Authorized Signature for OWNER Chairman

Recommended for approval:

Approved as to form:

By: 
Division Engineer Signature

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

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Permit/Agreement is hereby approved on this _____ day of _____, 20____.

APPROVED:

By: _____
State Traffic Engineer Signature

By: _____
State Maintenance Engineer Signature

Permit Number _____

Project Number _____

Division FIFTH

County TUSCALOOSA

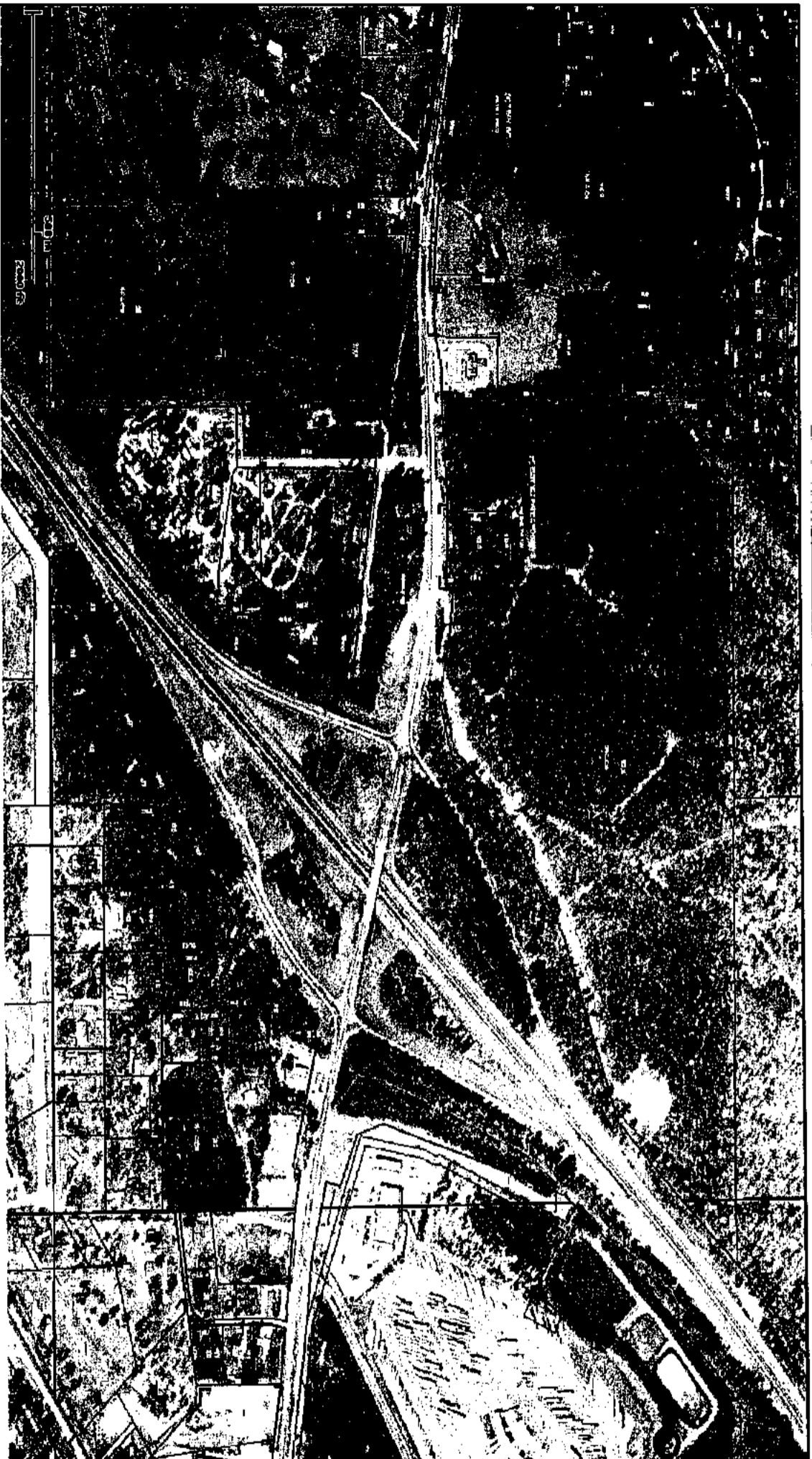
3/31/2000

EXHIBIT O

CERTIFICATION

FUNDING RATIO FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING AT INTERCHANGE 100 ON I-20/59, SOUTHBOUND AND NORTHBOUND EXIT RAMPS AT ALABAMA HIGHWAY 216

The Alabama Department of Transportation (hereinafter referred to as the STATE) and the Tuscaloosa County Commission (hereinafter referred to as the OWNER) wishes to install a traffic signal and/or street lighting at I-20/59, SB AND NB EXIT RAMPS AT INTERCHANGE 100. This installation requires participation by the STATE and the OWNER in funding the installation cost. The total estimated cost to install a traffic signal at this location is \$175,000 with 83.33 percent funded by the STATE and 16.67 percent funded by the OWNER. In the event the final installation cost is less than the total estimated cost, the STATE and the OWNER will share in the cost under-run at the above-mentioned funding ratio and, therefore, the STATE will refund to the OWNER 16.67 percent of the under-run. In the event the final installation cost exceeds the total estimated cost, the STATE and the OWNER will share in the cost over-run at the above-mentioned funding ration and, therefore, the OWNER will submit a check to the STATE for 16.67 percent of the cost over-run.

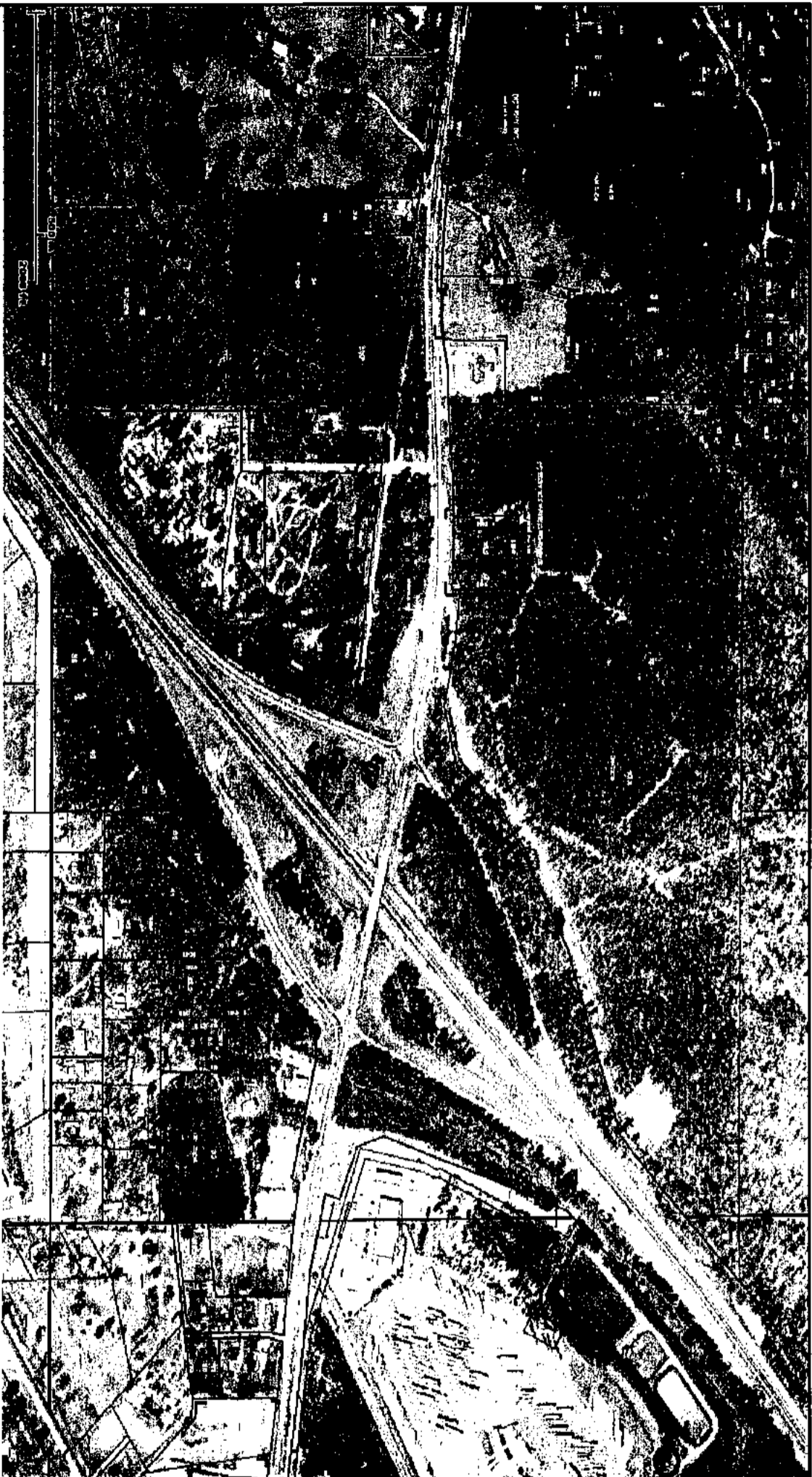


Tuscaloosa County Alabama

Real Property Intelligence™.

Printed Tue Mar 27 2012

Powered by EMapPlus.com

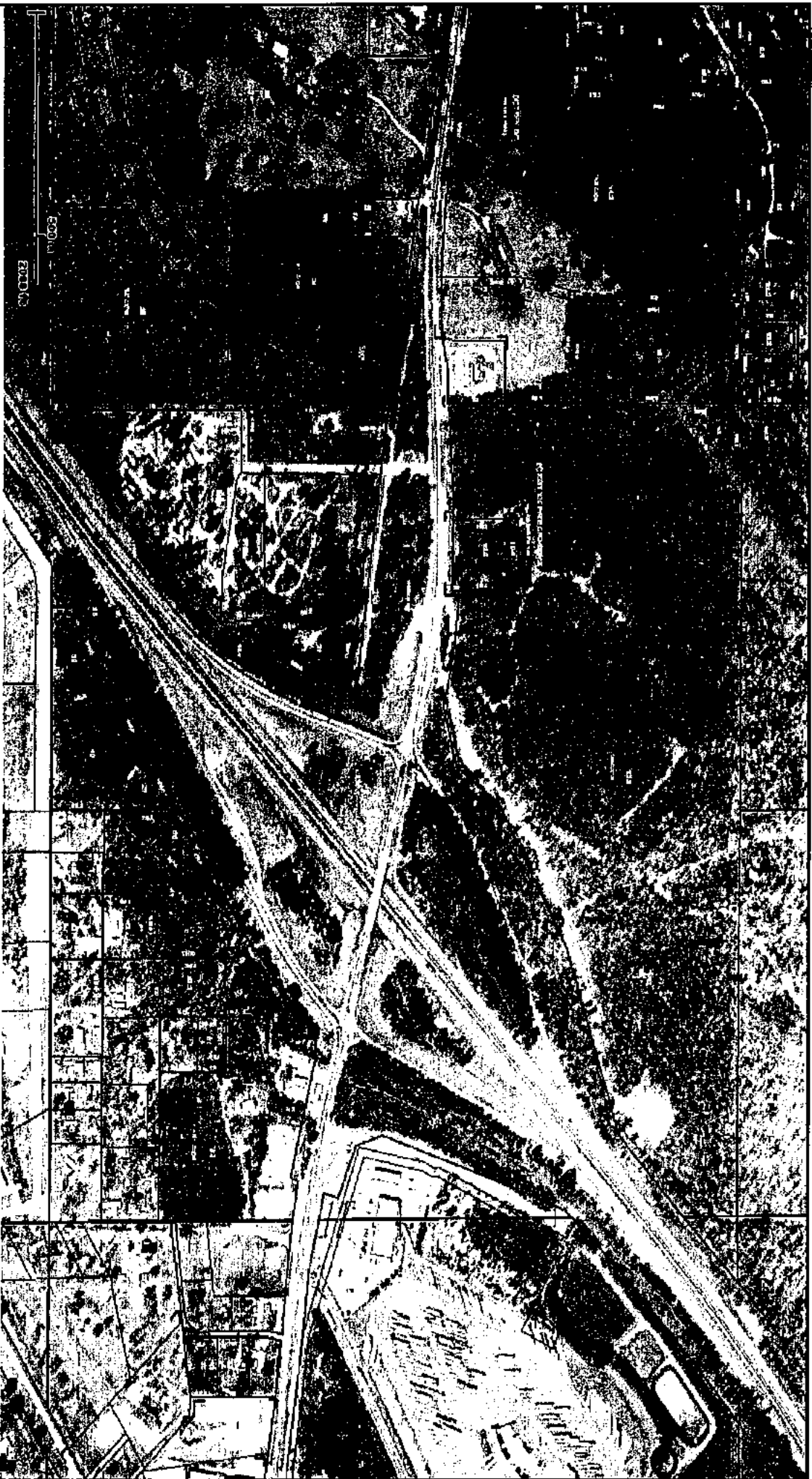


Tuscaloosa County Alabama

Real Property Intelligence™.

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Powered by EMapsPlus.com

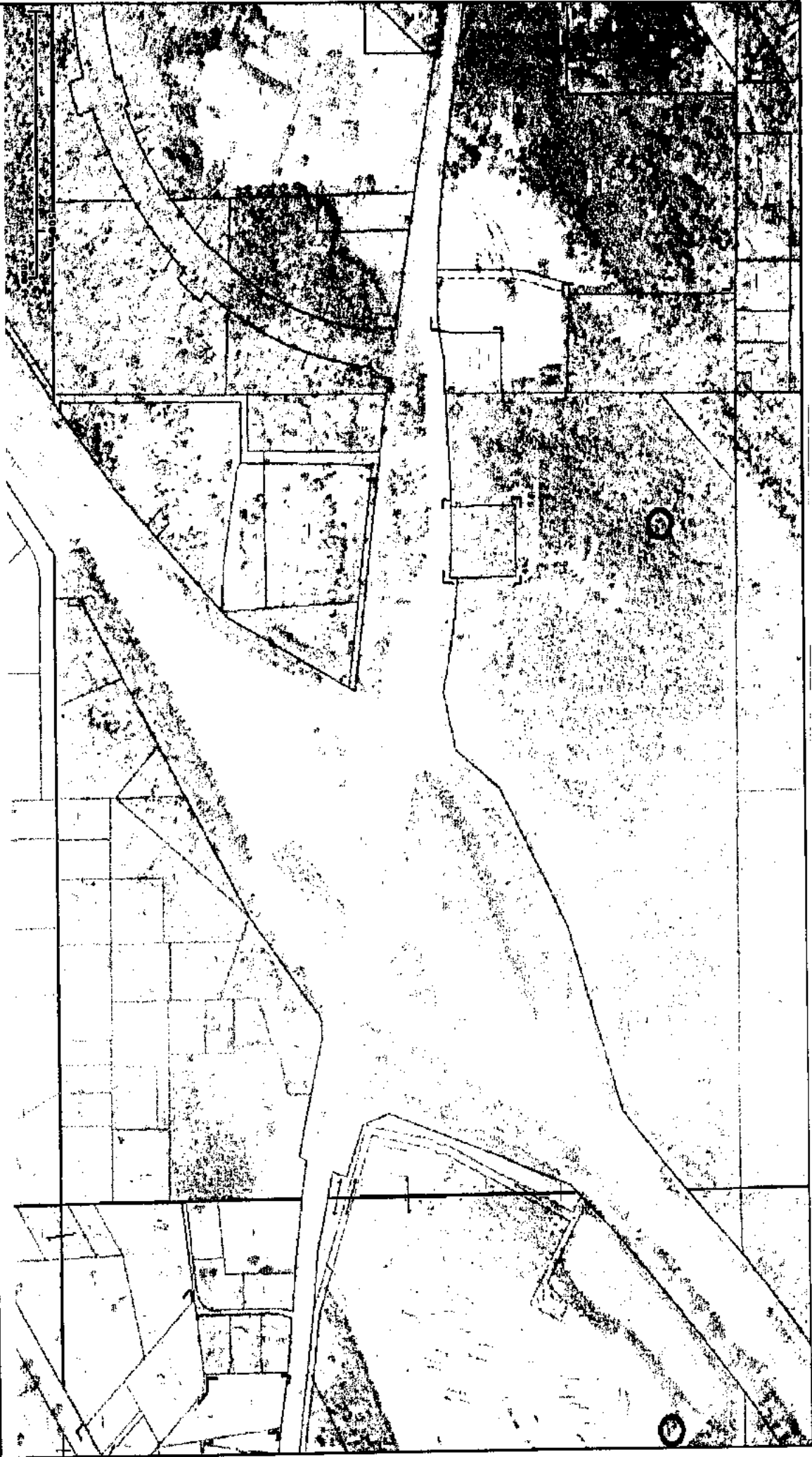


Tuscaloosa County Alabama

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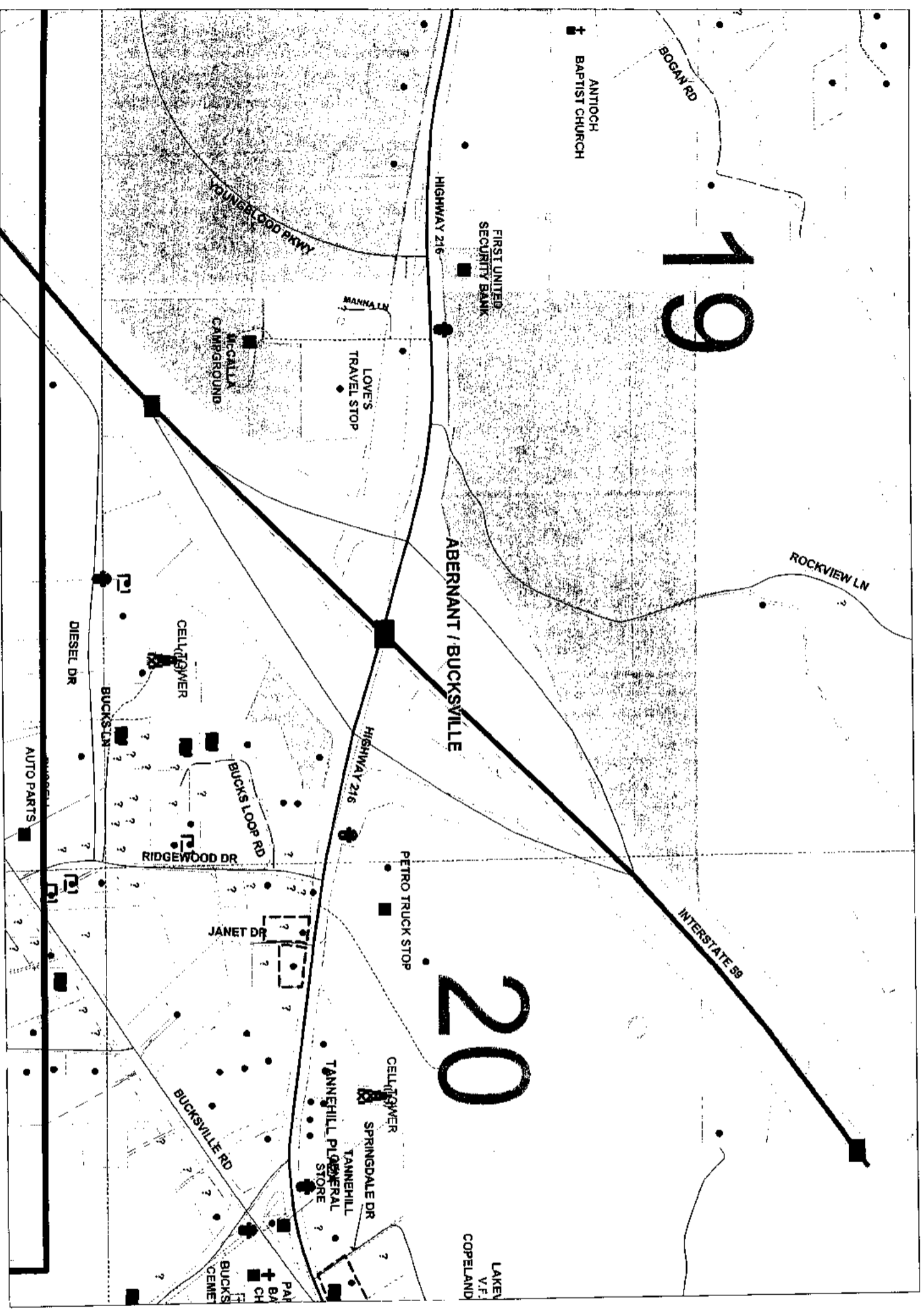
Tuscaloosa County Alabama

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19



ANTIOCH
BAPTIST CHURCH

FIRST UNITED
SECURITY BANK

YOUNGER ROAD PKWY

HIGHWAY 216

MANNA LN

LOVE'S
TRAVEL STOP

MCCALLA
CAMPGROUND

ROCKVIEW LN

ABERNANT / BUCKSVILLE

HIGHWAY 216

DIESEL DR

CELL TOWER

BUCKSVILLE LN

BUCKS LOOP RD

RIDGEWOOD DR

PETRO TRUCK STOP

INTERSTATE 89

20

JANET DR

CELL TOWER

BUCKSVILLE RD

TANNEHILL
GENERAL
STORE

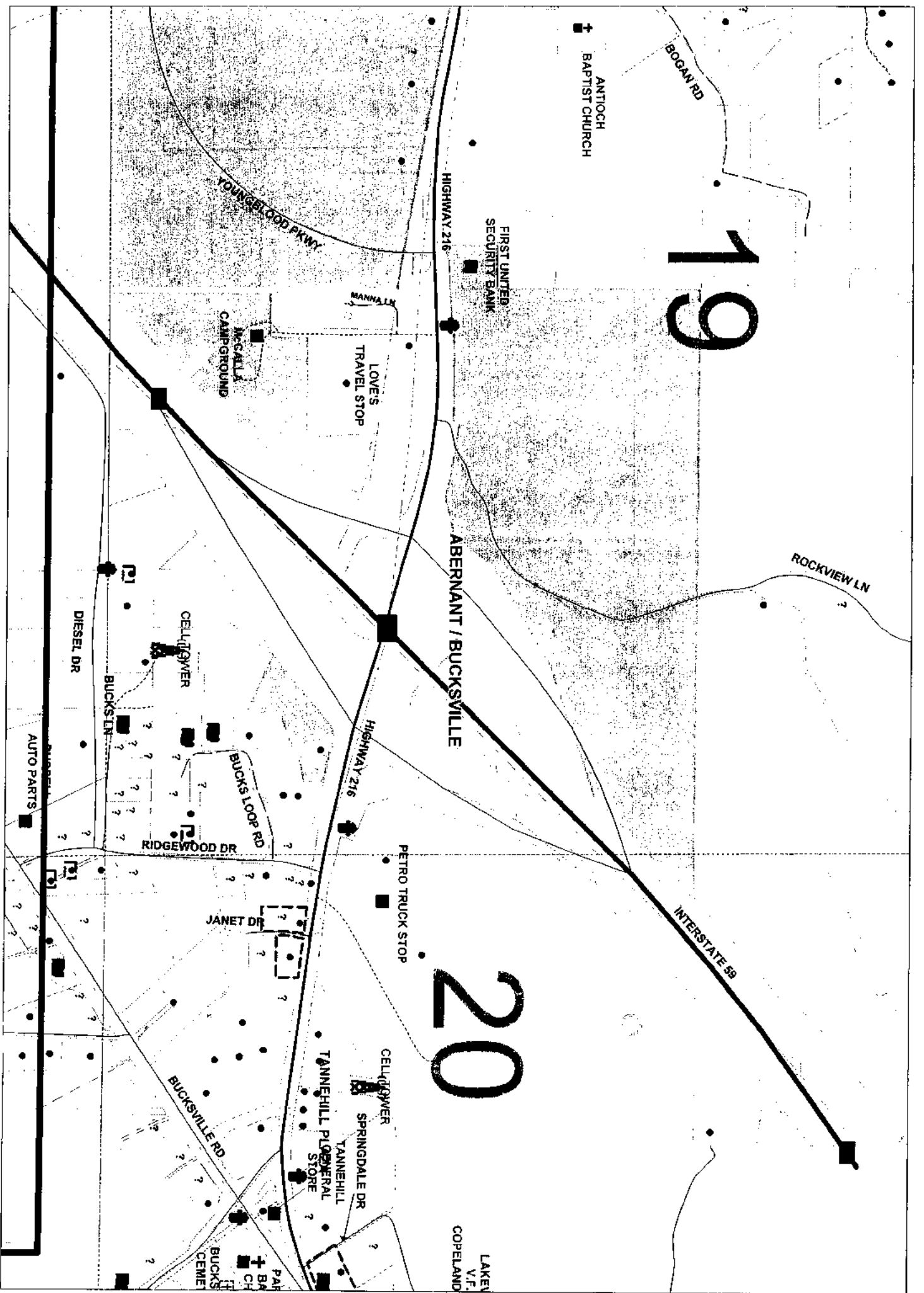
SPRINGDALE DR

LAKEN
V.F.
COPELAND

BUCKSVILLE
CEMETERY

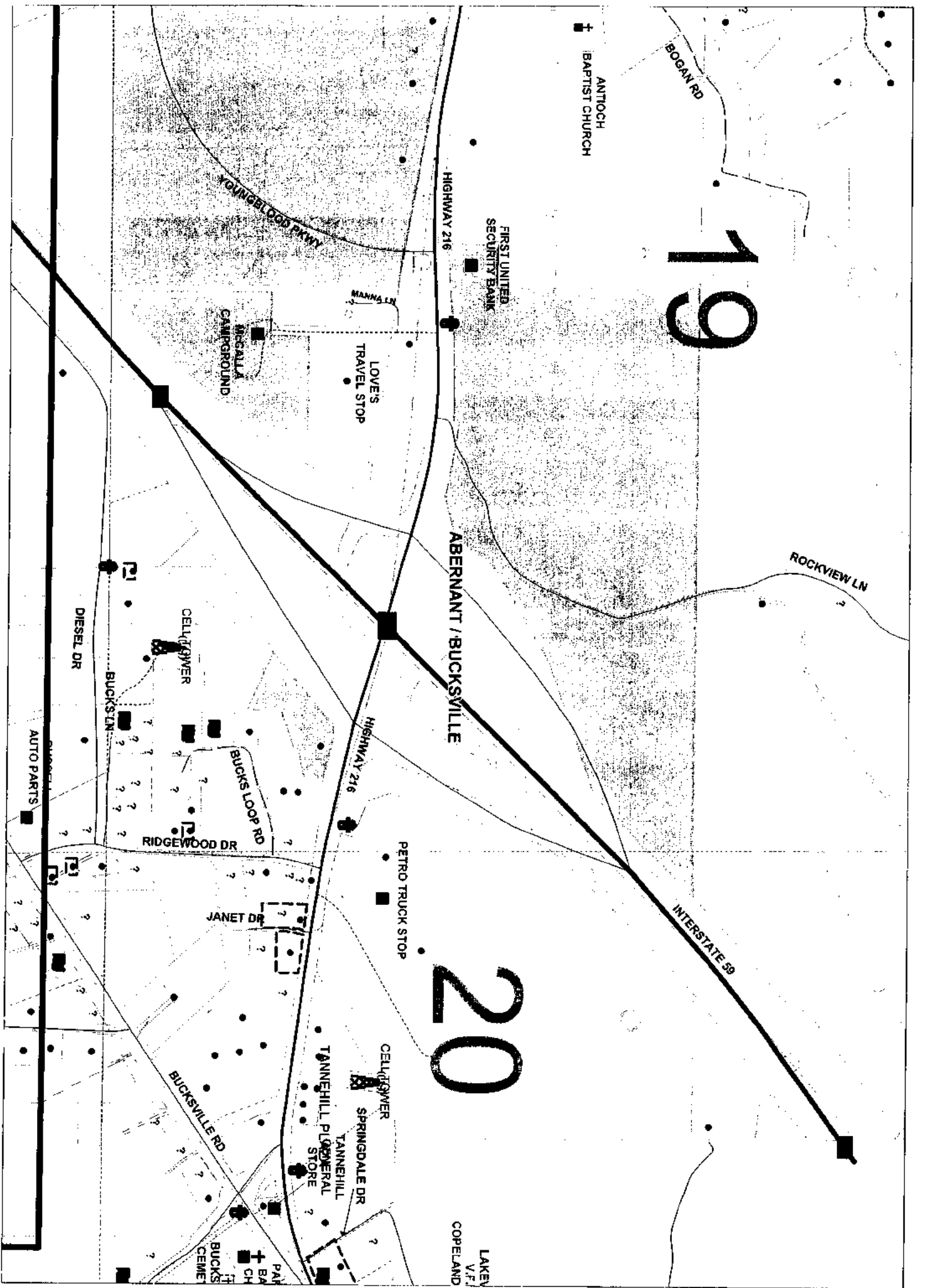
19

20



19

20



ANTIOCH
BAPTIST CHURCH

FIRST UNITED
SECURITY BANK

LOVE'S
TRAVEL STOP

ABERNANT / BUCKSVILLE

PETRO TRUCK STOP

CELLIGMER
SPRINGDALE DR
TANNEHILL
TANNEHILL PLUG
GENERAL
STORE

LAKEY
V.F.V.
COPELAND

MESCALITA
CAMPGROUND

CELLIGMER

BUCKSVILLE
RIDGEWOOD DR
BUCKSVILLE

JANET DR

BUCKSVILLE RD

BUCKSVILLE
CEMET

DIESEL DR

AUTO PARTS

BOGAN RD

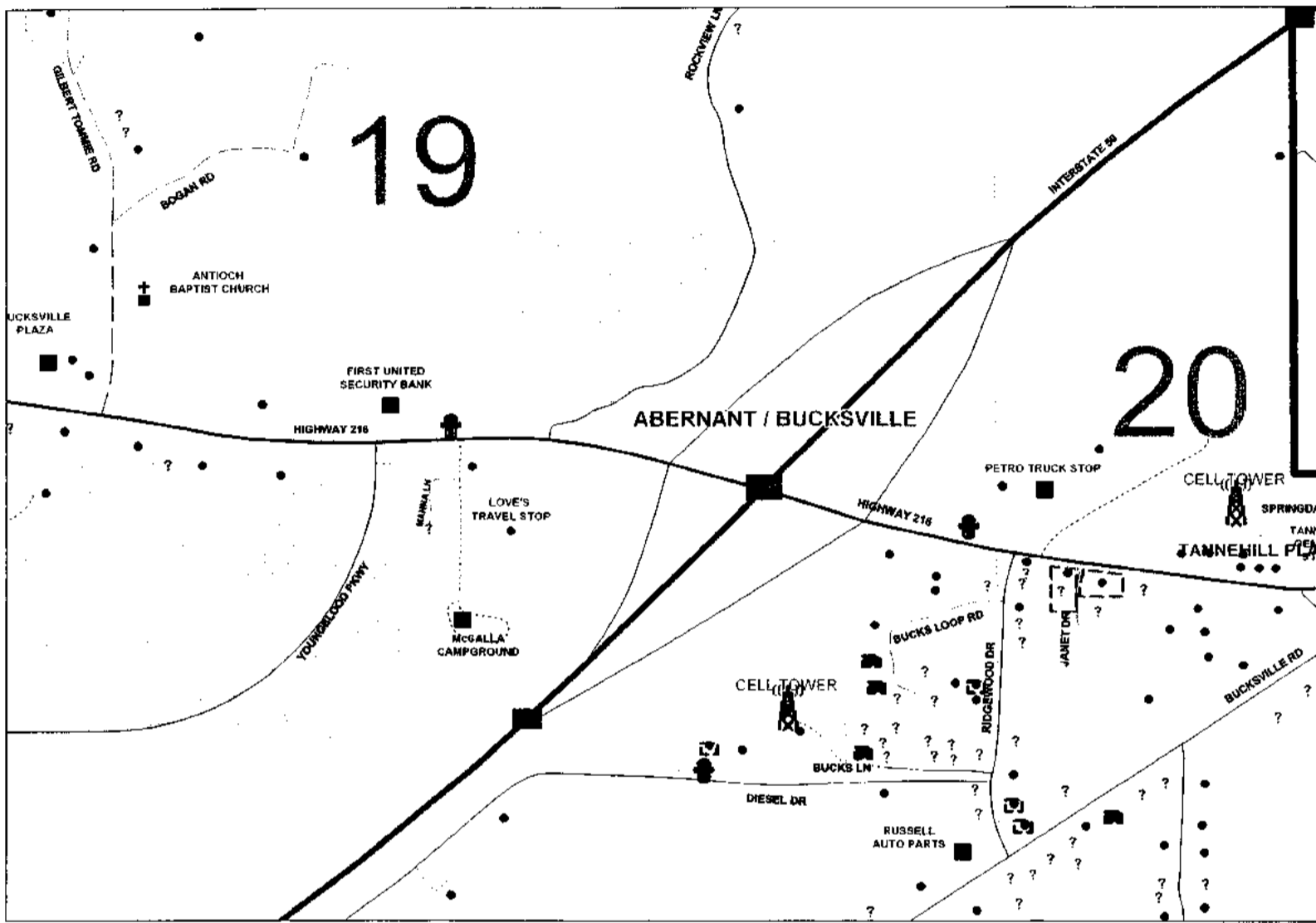
ROCKVIEW LN

INTERSTATE 59

19

20

ABERNANT / BUCKSVILLE



STATE OF ALABAMA
COUNTY OF TUSCALOOSA

REVISED JANUARY 2000

PERMIT NO. _____

PERMIT AGREEMENT FOR THE ACCOMMODATION
OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

THIS AGREEMENT made the _____ day of _____ 20____ between the
COUNTY OF TUSCALOOSA, the STATE OF ALABAMA,
Hereinafter referred to as "Grantor,"
and Lakeview Fire Dist
doing business at 21285 Phyllis Drive Lakeview AL 35114 hereinafter referred
to as "Grantee".

1. RIGHT OF WAY: In consideration of the sum of \$2.00 per linear foot, Grantor hereby grants, permits and conveys to Grantee a permit for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing a sewer line to run from Septic tank to fill lines across street. The existing lines which were installed more than 30 years ago were under a new gravel parking lot. Those lines have failed. The sewage must be pumped underneath Phyllis Dr to a field area across the street and behind the fire station due to proximity of water ground near station. The line shall be buried a minimum of 48" deep and encased within a steel encasement pipe. The permit a location and on a route to be selected by the grantor, on, in, over and through the following described land in Tuscaloosa County, Alabama, with a right of way generally along County roads as follows:
under Phyllis drive from behind the fire station to new fill lines behind boiler building.

This is needed because over the years of using the building as a fire station and one of the water pipes for a number of years has caused the current system to fail due to the installation in and under the parking area. all being in Tuscaloosa County, Alabama, more particularly described on the attached map, which said map is on file in the County Engineer's Office, said route to be determined finally by the Grantor herein. At such time as Grantee has decided the final route of said utility, the County Engineer will calculate the total footage of same, and Grantee will pay the cost of same based on such calculation before construction begins thereon. Such road rights-of-ways are sometimes referred to herein as the premises.

2. TERM: The rights granted herein shall be possessed and enjoyed by Grantee so long as the utilities and appurtenances constructed pursuant hereto shall be maintained and operated by Grantee

RECEIVED
MAR 14 2012
TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

3. ADDITIONAL RIGHTS OF GRANTEE: Grantee shall have the right of ingress and egress to and from the premises for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein, such right not to interfere with the normal traffic of the County roads described as the premises and with reasonable advance notice to Grantor of all work to be done thereon.

4. RIGHTS OF GRANTOR: Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. It is understood by and between the Grantor and the Grantee that this is a permit, and Grantor reserves the right to convey similar or other permits to public utilities or private parties.

5. ASSIGNMENTS: The rights granted herein shall not be assignable except with the approval of the Grantor and any attempt by the Grantee to assign any of the rights granted herein either separately or severally, in whole or in part, without such approval, shall be void.

6. DEFAULT BY GRANTEE: This agreement and all rights of Grantee hereunder shall, at the option of Grantor, terminate on the failure by Grantee to remedy and default in the performance of any term or condition of this instrument within twenty (20) days after service of written notice of such breach.

7. WARRANTY OF TITLE: It is understood and agreed by and between the parties hereto that Grantor may not have deeded or condemned rights-of-way over all roadways referred to herein, but it is the intent of Grantor convey the permit herein to the extent of its lawful right to do so and no warranties of title are given by Grantor relating to the premises.

8. WIDTH OF PERMIT: During construction, clean up, and restoration operations, Grantee shall have the right to utilize a working area of ten feet on both sides of the premises described herein. However, after completion of such operations, Grantee shall have no further right to such temporary working space, and Grantee's rights shall be limited solely to a permit for the operation and maintenance of the utility in place and all pipelines constructed pursuant to this instrument shall be confined to such permit. The exercise by Grantee of the rights created by this permit shall at all times be subservient to the rights of the Grantor along said premises.

9. APPURTENANT FACILITIES: Grantee agrees that no drips or valves shall be placed on any utility passing through the premises unless same are recessed and have previously been approved by Grantor. Grantee shall further have right to locate any surface installation on any part of the utility premises, or to fence the whole or any part thereof.

10. RIGHT OF ACCESS: Grantee shall have the right of ingress and egress to and from the premises for the purposes described herein. Such ingress and egress shall be limited to existing public roads and adjacent rights-of-way.

11. RELOCATION OF UTILITY ON REQUEST OF GRANTOR: Whenever, in the reasonable opinion of Grantor, the utility interferes with the Grantor's use of or operations on the premises, Grantee shall, at its own expense and risk, with thirty (30) days after written request therefore by Grantor, lower or relocate and reconstruct such utility to the depth or along the route specified by Grantor in such request. Grantee shall thereafter restore the premises as nearly as possible to the state and conditions they were in prior to such lowering or relocation and reconstruction.

12. GRANTOR'S USE OF PREMISES: Grantor reserves the right to place along, across and over the utility permit as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, drainage structures, and other utilities as Grantor may desire. Grantor reserves the right to fence the whole or any part of the boundaries of the premises and the right to build fences crossing same. Grantor shall have the right to full use and enjoyment of the premises, except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house or building on or over any utility constructed pursuant to the permit.

13. BURIAL OF UTILITIES: Grantee agrees to bury all utilities to a depth that is in accordance with the current specifications established by the Alabama Highway Department Utility Manual. Grantee further agrees to bury all utilities at a depth sufficient to place said utility beneath all cross drainage now existing along said permit route. The Grantee herein further agrees that Grantor has the right to specify how and where said utility will cross any and all and all creeks along the proposed route. Grantee agrees to bury all utilities constructed on the premises at a sufficient depth so the utilities will not interfere with the cultivation or drainage of the premises. As previously stated, the minimum depth for such utilities shall be in accordance with the current specifications established by the Alabama Highway Department Utility Manual.

14. RESTORATION OF SURFACE: After the installation of any utility, and after the abandonment or expiration of this grant for any cause, grantee shall remove all pipe and other property placed on the premises by or for Grantee, fill and level all ditches, ruts, debris and depressions caused by construction or removal operations, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surface of the premises as near to its original condition as may be possible, all within a reasonable time after the installation of such utility or the abandonment or expiration of this permit. If Grantee fails to do so, Grantor may do so at the Grantee's risk and expense, and Grantee agrees to reimburse Grantor for the costs of such removal and restoration operations.

15. LIABILITY OF GRANTEE AND INDEMNITY: Grantee shall be fully liable for all injuries to persons or damage to property resulting from the construction, maintenance, or operation of its utility pursuant to this permit. Grantee further agrees to pay Grantor for all damages suffered by Grantor as a result of the exercise by Grantee of the rights granted herein. To this end, Grantee agrees to indemnify Grantor against all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the laying, maintenance, renewal, repair, use, or existence of any utility constructed pursuant to this permit, including the breaking of such utility or the leaking of any substance therefrom. Grantee further agrees that it will indemnify Grantor against all liability and against all losses or damage to persons or property resulting from or in any manner connected with or arising from the laying, maintenance, operation, or presence of its utility or the contents thereof on the premises, or the removal of such utility therefrom. Grantee, or its Contractor conducting the work on the subject utility, further agrees to post a County-wide construction bond in the amount of \$25,000.00 to indemnify Grantor for any damages or expenses incurred by Grantor arising out of the construction of said utility.

16. TERMINATION: The rights and privileges granted herein shall at the option of Grantor terminate if at any time Grantee fails to maintain and operate any utility on the premises for a period of more than 24 consecutive months. On the termination of the rights granted herein, Grantee shall execute and deliver to Grantor, within twenty (20) days after service of a written demand therefore, a good and sufficient release to all rights hereby granted. Should Grantee fail or refuse to deliver such release to Grantor, a written notice by Grantor reciting the failure or refusal of Grantee to execute and delivery such release, shall after ten (10) days from the date of such notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of this grant

17. REGULATION: Grantee agrees to and shall comply with all applicable federal, state and local regulations governing the operation of pipelines and transportation of substance therein, including but not limited to the current State of Alabama Highway Department Standards for the accommodation of utilities on highway rights of way

18. ATTORNEYS' FEES AND COSTS: Should Grantee breach this agreement in any way and Grantor is caused to employ attorneys to protect its rights herein, Grantee agrees to pay for any costs incurred by Grantor including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this agreement at Tuscaloosa County, Alabama, on the day and year first above written.

GRANTEE

Lakewood Fire Dist

By: Jeff Judd
Vice Pres, Board of Directors

TUSCALOOSA COUNTY, ALABAMA

By: _____
Bobby C. Hagler
County Engineer

STATE OF Alabama

COUNTY OF Tuscaloosa

I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that Jeff Judd, whose name as Vice President is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official this the 13th day of March 2012.

Janet Wilson
Notary Public in and for
State of Alabama at large

My Commission Expires: 6/26/12

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

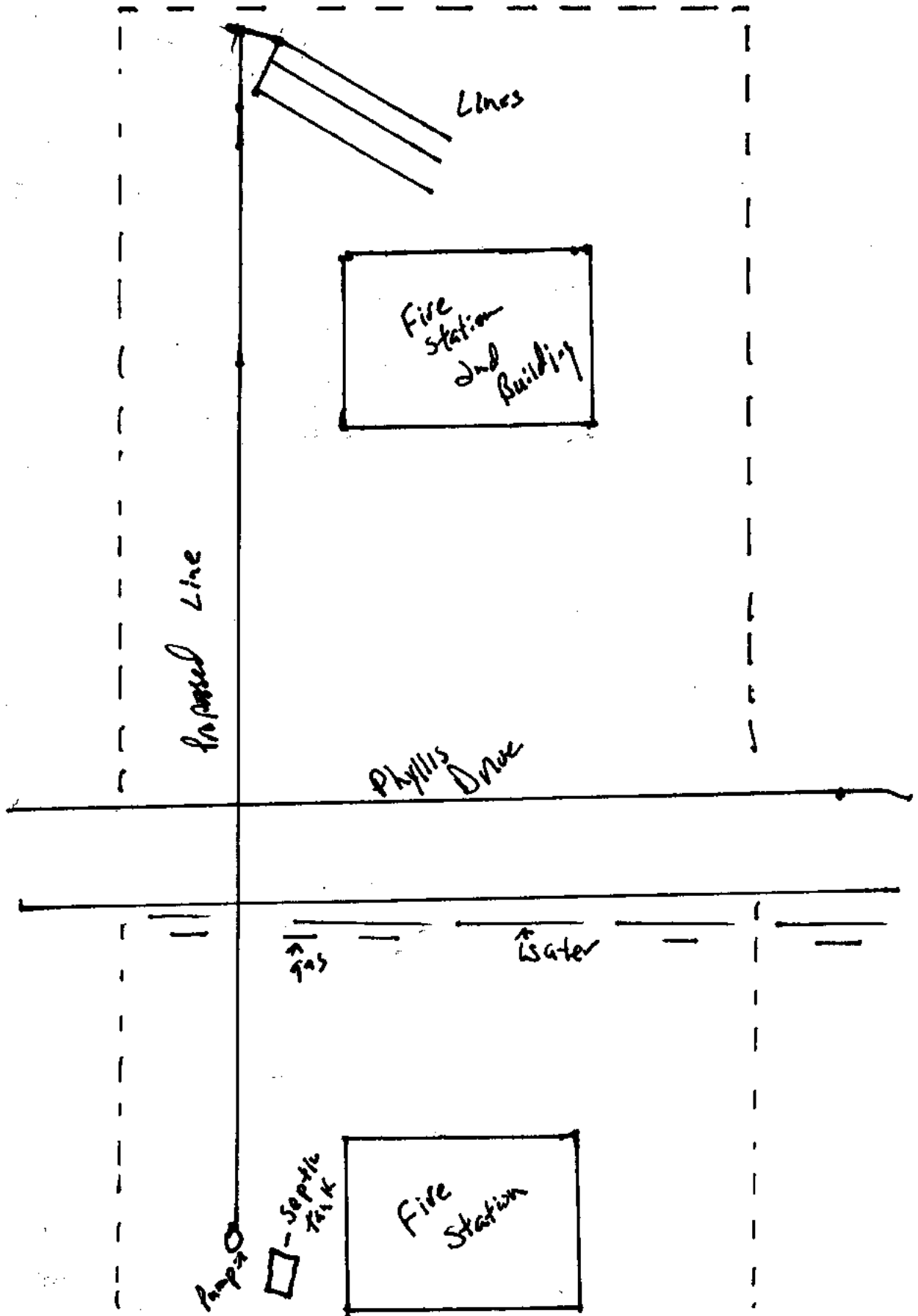
I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that Bobby C. Hagler whose name as County Engineer of Tuscaloosa County, Alabama, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he executed the same voluntarily for and as the act of said County.

GIVEN under my hand and official seal this _____ day of _____ 20____

Notary Public in and for
Tuscaloosa County, Alabama.

My Commission Expires: _____

Not to Scale




**RESOLUTION ACCEPTING STREETS IN
THE ARBOR SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in The Arbor are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 4th day of April, 2012, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator

Seal

**Bid Submission Sheet
Backhoe Trailers**

Base Bid for each trailer \$ NO BID

Total Bid for two trailers \$ _____

Name of Company: TRACTOR AND EQUIPMENT CO

Mailing Address: 3820 GREENSBORO AVE TUSCALOOSA AL 35405

Telephone: 205-752-0621

Name: JOY THOMAS

Title: BRANCH MANAGER

Date: 3-4-12

Specify Delivery Date: _____

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

W. HARDY McCOLLUM
CHAIRMAN

MELVIN L. VINES
COUNTY ADMINISTRATOR

WILLIAM M. LAMB
CHIEF FINANCIAL OFFICER



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

NO BID

**PALFLEET TRUCK EQUIPMENT
2400 PINSON VALLEY PKWY.
BIRMINGHAM, AL 35217**

March 15, 2012

Buckner Trailers
Trailboss Trailers, Inc.
Econoline Trailers
Tubb Equipment

Fontaine Truck & Equipment
Warrior Tractor
Trail-EZE
Tractor & Equipment Company

Interstate Trailers
Thompson Tractor
Flint Equipment
Cleveland Trailer
West Alabama Recycling

Gentlemen:

Tuscaloosa County will accept bids for the purchase of two (2) backhoe trailers until 9:00 a.m., Wednesday, April 4, 2012. The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, 714 Greensboro Avenue, Suite G-78, Tuscaloosa, AL 35401, or brought to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, April 4, 2012.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise – MAIL EARLY – overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

Handwritten signature of W.M. Lamb in cursive script.

W.M. Lamb
Chief Financial Officer

WML:lmw

Enclosures

Copy: Bobby Hagler
File

**Bid Submission Sheet
Backhoe Trailers**

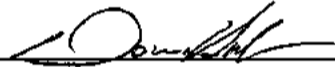
Base Bid for each trailer \$ NO - Bid

Total Bid for two trailers \$ _____

Name of Company: Trail-EZE Trailers

Mailing Address: 1909 S. Rowley, Mitchell, SD 57301

Telephone: _____

Name: 

Title: Eastern Sales Mgr.

Date: _____

Specify Delivery Date: _____

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

**Bid Submission Sheet
Backhoe Trailers**

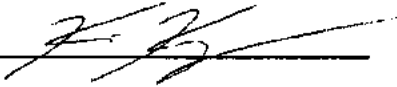
Base Bid for each trailer \$ 25,744.00

Total Bid for two trailers \$ 51,488.00

Name of Company: THOMPSON TRACTOR CO., INC.

Mailing Address: 3550 JOE MALLISHAM PARKWAY, TUSCALOOSA, AL 35401

Telephone: (205) 247-2800

Name: KIRK KELLY 

Title: SALES REPRESENTATIVE

Date: 4-4-12

Specify Delivery Date: 16 WEEKS FROM ORDER

DELIVERY MAY BE A FACTOR IN AWARDING THE BID



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)
10/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tave Risk Management 450 Skokie Blvd. - Bldg. #800 Northbrook, IL 60062 RUTH TAVE	847-267-0415 847-267-0478	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TRAIL-1	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co. INSURER B: First Specialty Insurance Co. INSURER C: Westchester Fire Insurance Co. INSURER D: American Zurich Insurance Co. INSURER E: INSURER F:	NAIC #
INSURED Trail King Industries 2200 South Ohlman Street Mitchell, SD 57301				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 5223577-03 EXCL PR	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ SEE BELOW
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5223578-03	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ex accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			G21986215007	10/01/11	10/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A if yes, describe under DESCRIPTION OF OPERATIONS below			WC 5223575-03 (DED) WC 5223576-03 (RETRO)	10/01/11 10/01/11	10/01/12 10/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Products Liability			IRG47924 (SEE PG. 2)	10/01/11	10/01/12	Occur/Agg \$5M/\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Automotive Rentals, Inc. and ARI Fleet are additional insureds on the General Liability, Auto Liability, and Products Completed Operations policies. This statement is subject to policy terms and conditions; where required by written contract prior to a loss.

CERTIFICATE HOLDER ARIFL-1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ruth R Tave</i>
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BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Thompson Tractor Company

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County Commission

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid Dollars (\$----), for the payment of which
sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Two (2) Backhoe Trailers

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

Signed and sealed this 4th day of April, 2012.

Karen Williams
(Witness)

Thompson Tractor Company
(Principal)
[Signature]
(Title)

Lee Ann Hilton
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
[Signature]
Sharon E. Griffith (Title)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223007

Certificate No. 004680892

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce S. Denson, Debbie Death Boggs, Henry Grantland Rice III, Thomas J. Bole, Robert Berman, Sharon E. Griffith, and Andy Dentremont

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Interstate model 44DLA Standard Specification

General description:	44,000 lb. capacity tag-along trailer with beavertail & ramps.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	44,000 lbs. at 55 M.P.H. (G.V.W.R. 51,350 lbs.)	Axles:	(2) Dexter 22,500 lb. capacity with oil bath hubs.
Overall length:	30'-0"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" (19'-0" flat deck + 5'-0" beavertail)	Wheels:	8 hole, hub piloted steel disc.
Deck width:	8'-5"	Tires:	235/75R17.5, (H)
Deck height:	36" unloaded	Ramps:	60" x 22" wood-filled with spring assist.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams: W14" x 26 lbs. per ft., grade 50 Hi-tensile. Crossmembers: 6" I-beam x 3.7 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member. Siderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000 lb. 2 speed, side crank.
Headboard:	8" channel, full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Standard paint:	Black acrylic enamel. (Optional colors available)	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

INTERSTATE TRAILERS, INC.

1101 Heritage Parkway Mansfield, TX 78063 P: 800.433.5384 F: 817.453.5448

Exception Sheet

Tuscaloosa County, AL
(2) New 52,000 lb. GVWR Backhoe Trailers
Bid Opening: April 4, 2012, 9:00 a.m.

1. Crossmembers: 6" jr I-beam @ 3.7 lbs. per ft. 80,000 psi Hi-tensile on 16" centers in lieu of C4" @ 5.4 lbs. **Exceeds spec.**
2. Bottom Crossmembers: Not applicable on non-tilt trailer.
3. Side Steel Channels: C8 @11.5 lbs. in lieu of C6 @8.2 lbs. **Exceeds spec.**
4. Decking: Secured with 5/16" torque screws, 2 per board on every other crossmember in lieu of steel straps.
5. Tongue: Distance from extreme front of load deck to center of pintle eye is 72" in lieu of 63".
6. Hitch mounting base: 4 Drilled levels from 16-1/2" to 30" in lieu of 5 drilled levels from 20" to 31".

Client#: 1331914

13INTERTRA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER BB&T Pruden Insurance Services 201 W Waugh Street Suite 400 P.O. Box 308 Dalton, GA 30720	CONTACT NAME: _____
	PHONE (A/C No, Ex): 706 278-1149 FAX (A/C, No): 888-751-3007 E-MAIL ADDRESS: _____
INSURED Interstate Trailers Inc 1101 Heritage Parkway Mansfield, TX 76063	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Chubb Custom Insurance Company 38989
	INSURER B: Great American E&S Insurance Co 37532
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____ INSURER F: _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			79578644	02/01/2012	02/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			UM123521902	02/01/2012	02/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			W/C STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Interstate Trailers, Inc. FOR INFO ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Warrior Tractor & Equipment Co., Inc.

and Western Surety Company, Principal,
Tuscaloosa County Commission, Surety, are held and firmly bound unto
in the sum of Five Percent (5%) of Bid-----, Obligees,

Dollars (\$-5%--)
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligees on a contract
for

- (2) Interstate Model 44TDL Trailers
- (2) Interstate Model 44DLA Trailers

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligees; or if
Principal shall fail to do so, pay to Obligees the damages which Obligees may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed and dated April 4, 2012.

Warrior Tractor & Equipment Co., Inc.

Principal
By: [Signature] (Seal)

Western Surety Company

Surety
By: [Signature] (Seal)
W. Geoffrey Plott, Attorney-in-fact

[Signature]

SKID STEER LOADER

<u>BID ITEM</u>	<u>BID PRICE</u>
BOBCAT S650 Base Bid for Skid Steer Loader	<u>33,341.25</u>

Delivery date: 60 DAYS

Name of Company: LOADER SERVICES & EQUIPMENT INC

Mailing Address: 319 BEARDEN ROAD PELHAM AL 35124

Telephone: (205) 320-0000

Name: ROBBY KEE

Title: SALES SPECIALIST

Date: 3/29/12



CASHIER'S CHECK

03/29/2012

5005859235

LOADER SERVICES AND EQUIPMENT INC /

Purchaser / Purchased For

ONE THOUSAND SIX HUNDRED SEVENTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: TUSCALOOSA COUNTY

\$1,670.00

Fee

\$0.00

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch AL00390
CC000390



CASHIER'S CHECK

03/29/2012

61-1/620

5005859235

LOADER SERVICES AND EQUIPMENT INC /

Purchaser / Purchased For

ONE THOUSAND SIX HUNDRED SEVENTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: TUSCALOOSA COUNTY

\$1,670.00

Regions Bank

[Handwritten Signature]
Authorized Signature

Branch AL00390
CC000390

Security
Features
Details on
Back

⑈ 5005859235⑈ ⑆ 06 2000 19⑆ 0000 74 26 5 1⑈

SKID STEER LOADER

BID ITEM	BID PRICE
----------	-----------


Base Bid for Skid Steer Loader	<u>NO BID</u>
--------------------------------	---------------

Delivery date: N/A

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

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

Telephone: (205) 339-0300

Name: Luther W. Richardson III


Title: Sales Representative

Date: March 30, 2012

SKID STEER LOADER

BID ITEM

BID PRICE

Base Bid for Skid Steer Loader

No Bid

Delivery date: _____

Name of Company: TRACTOR AND EQUIPMENT Co.

Mailing Address: 3820 GREENSBORO AVE TUSCALOOSA, AL 35405

Telephone: 205-752-0621

Name: JODY THOMAS

Title: BRANCH MANAGER

Date: 3-14-12

SKID STEER LOADER

BID ITEM

BID PRICE

Base Bid for Skid Steer Loader

NO Bid

Delivery date: _____

Name of Company: Cowin Equipment Company, Inc.

Mailing Address: 2238 Pinson Valley Parkway
Birmingham AL 35217

Telephone: 850-685-7055

Name: John Edwards John Edwards

Title: Governmental Sales Manager

Date: 3-26-2012

SKID STEER LOADER

BID ITEM

BID PRICE

Base Bid for Skid Steer Loader

\$44,060.00

Delivery date: WITHIN 30 DAYS

Name of Company: THOMPSON TRACTOR / CAT RENTAL

Mailing Address: 3550 JOE MAULLSAAM PKWY

Telephone: 205.247.3402

Name: CHUCK SHELTON

Title: CCE SALES

Date: APRIL 3, 2012

**Tuscaloosa County Commission
Exception List Cat 262C
Skid Steer Loader**

Engine:

	Bid Spec	Cat 262C
4 Cylinder	4	4
Displacement	203	201
Horse Power	74 HP (gross)	84 HP (gross) 82 HP (net)
Alternator	65 AMP	90 AMP
Air Cleaner	Dry	Dry

Operating Specifications:

	Bid Spec	Cat 262C
Lift Capacity	2,690 lbs.	2,700 lbs.
Bucket width	74" (outside)	72" (inside): same
Static Tipping Load	5,380 lbs.	5,400 lbs.
Minimum Travel Speed	7.1 MPH	7.7 MPH
Standard Flow Aux	23 GPM	22 GPM
System Relief Press	3,500 PSI	3,335 PSI

Operating Functions:

	Bid Spec	Cat 262C
	Steering & Drive 2 levers, Lift & tilt 2 foot pedals	1 joystick steer & drive, 1 joystick for lift & tilt

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Thompson Tractor Company
as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County Commission

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid Dollars (\$----), for the payment of which
sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Caterpillar 262C Skid Steer Loader

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

Signed and sealed this 4th day of April, 2012.

Karen Williams
(Witness)

Thompson Tractor Company
(Principal)
Chuck Hilton
(Title)

Lee Ann Hilton
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
Sharon E. Griffith
Sharon E. Griffith (Title)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223007

Certificate No. 004680893

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce S. Denson, Debbie Death Boggs, Henry Grantland Rice III, Thomas J. Bole, Robert Berman, Sharon E. Griffith, and Andy Dentremont

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

SELF-PROPELLED ROAD SWEEPERS

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
SELF-PROPELLED ROAD SWEEPERS	2	<u>NO BID</u>	<u>NO BID</u>

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2001 Model Broce Self propelled Road Sweeper S.N. 401070	<u>NO BID</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2001 Model Broce Self propelled Road Sweeper S.N. 401071	<u>NO BID</u>

Delivery date: N/A

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

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

Telephone: (205) 339-0300

Name: Luther W. Richardson III Title: Sales Representative

Date: March 30, 2012

SELF-PROPELLED ROAD SWEEPERS

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
SELF-PROPELLED ROAD SWEEPERS <i>Broce RJ350</i>	2	<i>\$42,762.⁰⁰</i>	<i>\$85,524.⁰⁰</i>

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2001 Model Broce Self propelled Road Sweeper S.N. 401070	<i>\$7,500.⁰⁰</i>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2001 Model Broce Self propelled Road Sweeper S.N. 401071	<i>\$7,500.⁰⁰</i>

Delivery date: *30 days ARO*

Name of company: *Cowin Equipment Company, Inc.*

Mailing Address: *2238 Pinson Valley Parkway*
Birmingham AL 35217

Telephone: *0-205-841-6666 - M-850-685-7055*

Name: *John Edwards John Edwards* Title: *Governmental Sales Manager*

Date: *03/30/2012*



COWIN EQUIPMENT COMPANY, INC.

P.O. Box 10624
Birmingham, AL 35202

www.cowin.com

2238 Pinson Valley Parkway
Birmingham, AL 35217
205/841-8666 • Fax: 205/849-0853

15101 Alabama Hwy. 20
Madison, AL 35756
256/350-0006 • Fax: 256/355-5250

3120 Hayneville Road
Montgomery, AL 36108
334/262-6642 • Fax: 334/834-2272

35 N. Schillinger Road
Mobile, AL 36608
251/633-4020 • Fax: 251/639-0461

7950 Pittman Avenue
Pensacola, FL 32534
850/479-3004 • Fax: 850/474-1602

1501 Hwy. 78 East
Oxford, AL 36203
256/832-5053 • Fax: 256/831-4295

5710 Riverview Road
Mableton, GA 30126
404/696-7210 • Fax: 404/691-5701

Mr. Bobby Hagler
Engineer
Tuscaloosa County

March 30, 2012

Re: Broom Bid

Mr. Hagler,

We at Cowin Equipment Company want to thank you for the opportunity to serve your infrastructure needs. The Broce Brooms that we are offering have been a mainstay of the sweeping business for years and for good reason. As you know, they are built to extremely high standards and deliver excellent customer results. The units we are bidding are equipped with all standard items as well as the items in your specifications. We are offering them with the John Deere 4045T tier 4 engine, which meets the current federal emission standards set for off road equipment.

If we are awarded with the opportunity to replace your current Broce brooms, John Morton, with Broce will be with us upon delivery to conduct operational and maintenance training on both units. We will also conduct safety training at this time and will offer follow up training as needed. This will be conducted at no additional cost to you. We feel that the training will add value to the delivery and will add value to the ownership of Broce and partnership with Cowin Equipment. To also add value, we would ask that we sit down and develop a recommended parts support list that we will put in stock and maintain for your convenience. These will be added to our already vast parts inventory, and will give you peace of mind that we want to give you the best support possible.

Again, we sincerely appreciate the opportunity to serve your needs and value the work you are doing.

Respectfully,

John Edwards
Governmental Sales Manager
Cowin Equipment Company Inc.
850-685-7055

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cowin Equipment Co., Inc.
119 Winchester Way, Crestview, FL 32539

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County Commission
714 Greensboro Ave, Suite G78, Tuscaloosa, AL 35401

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

WHEREAS, the Principal has submitted a bid for Purchase of two (2) Self Propelled Street Sweepers

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

Signed and sealed this 4th day of April, 2012

Dale Edwards
(Witness)

Cowin Equipment Co., Inc.

(Principal) (Seal)
By: John Thomas ASA
(Title)

Marta Gray
(Witness)

Hartford Fire Insurance Company

(Surety) (Seal)
By: Evondia H. Woessner
Attorney-in-Fact Evondia H. Woessner (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-250036

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

R. E. Daniels, Shelby E. Daniels of Pensacola, FL; Robert M. Verdin of Metairie, LA; Robert Read Davis of Atlanta, GA;
Mark W. Edwards II, Jeffrey M. Wilson, Ronald B. Giadrosich,
Alisa B. Pounders, Robert R. Freef, Evondia H. Woassner of Birmingham, AL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 4, 2012.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

April 4th, 2012

Tuscaloosa County Commission

Bid Exceptions for the Backhoe Trailers

- Trailer will have 20,000lb axles. The trailer will meet 52,000lb GVWR spec.



Kirk Kelly

Thompson Tractor Company, Inc.

**Bid Submission Sheet
Backhoe Trailers**

Interstate Trailer-Model 44DLA


Base Bid for each trailer \$ 17,675.00

Total Bid for two trailers \$ 35,350.00

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

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

Telephone: (205) 339-0300

Name: Luther W. Richardson III 

Title: Sales Representative

Date: April 3, 2012

Specify Delivery Date: 8 to 10 weeks from receipt of order

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

SELF-PROPELLED ROAD SWEEPERS

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
SELF-PROPELLED ROAD SWEEPERS	2	<u>\$40,808.00</u>	<u>\$81,616.00</u>

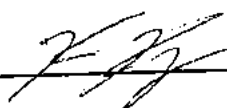
BID ITEM	BASE BID
Trade-In, XX 2001 Model Broce Self propelled Road Sweeper S.N. 401070	<u>\$7,900.00</u>
Trade-In, XX 2001 Model Broce Self propelled Road Sweeper S.N. 401071	<u>\$8,800.00</u>

Delivery date: 30 DAYS FROM ORDER

Name of company: THOMPSON TRACTOR CO., INC.

Mailing Address: 3550 JOE MALLISHAM PARKWAY, TUSCALOOSA, AL 35401

Telephone: (205) 247-2800

Name: KIRK KELLY  Title: SALES REPRESENTATIVE

Date: 4-4-12

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Thompson Tractor Company

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County Commission

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid Dollars (\$---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Two (2) Self-Propelled Street Sweepers

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

Signed and sealed this 4th day of April, 2012.

Karen Williams
(Witness)

Thompson Tractor Company
(Principal) { [Signature]
(Title)

Lee Ann Hilton
Lee Ann Hilton (Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal) { Sharon E. Griffith
Sharon E. Griffith (Title)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223007

Certificate No. 004680890

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce S. Denson, Debbie Death Boggs, Henry Grantland Rice III, Thomas J. Bole, Robert Berman, Sharon E. Griffith, and Andy Dentremont

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 6th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

SELF-PROPELLED ROAD SWEEPERS

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
SELF-PROPELLED ROAD SWEEPERS	2	<u>\$46,954.⁰⁰</u>	<u>\$93,908.⁰⁰</u>

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2001 Model Broce Self propelled Road Sweeper S.N. 401070	<u>\$8,500.⁰⁰</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2001 Model Broce Self propelled Road Sweeper S.N. 401071	<u>\$9,500.⁰⁰</u>

Delivery date: 4-6 WEEK DELIVERY FROM ORDER

Name of company: TRACTOR AND EQUIPMENT COMPANY

Mailing Address: 3020 GREENSBORO AVE TUSCALOOSA, AL 35605

Telephone: 205-752-0621

Name: JODY THOMASOW Title: BRANCH MANAGER

Date: APRIL 4, 2012

* EXCEPTION - TOWING PACKAGE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tractor and Equipment Company

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

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County

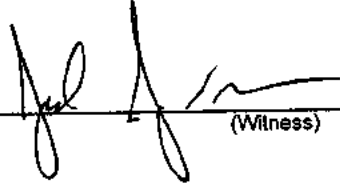
as Obligee, hereinafter called the Obligee, in the sum of Five Percent Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Two (2) Roscoe RB48A Brooms

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

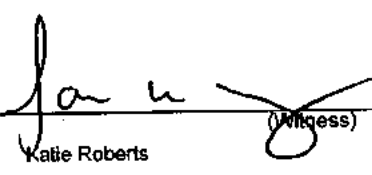
Signed and sealed this 28th day of March, 2012



(Witness)

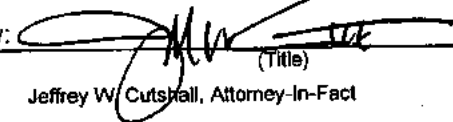
Tractor & Equipment Company
(Principal) (Seal)

By: BRANCH MAJAGER
(Title)



Katie Roberts
(Witness)

Western Surety Company
(Surety) (Seal)

By: 
(Title)
Jeffrey W. Cutshall, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Alvin B Bresler, Ryan R McClendon, Jeffrey W Cutshall, Albert Bowen Evans, Keith W Harrelson, Individually

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

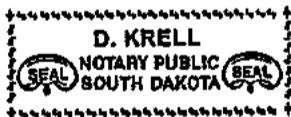


Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of March, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**Bid Submission Sheet
Tilt Deck Equipment Trailers**

Base Bid for each trailer \$ NO-Bid

Total Bid for two trailers \$ NO-Bid

Name of Company: Trail-EZE Trailers

Mailing Address: 1707 S. Andy, Mitchell, SD 57501

Telephone: _____

Name: Don Huber

Title: Equipment Sales Mgr.

Date: 7-20-12

Specify Delivery Date: _____

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

W. HARDY McCOLLUM
CHAIRMAN

MELVIN L. VINES
COUNTY ADMINISTRATOR

WILLIAM M. LAMB
CHIEF FINANCIAL OFFICER



MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION
TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

NO BID
PALFLEET TRUCK EQUIPMENT
2400 PINSON VALLEY PKWY.
BIRMINGHAM, AL 35217

March 14, 2012

Buckner Trailers
Trailboss Trailers, Inc.
Econoline Trailers
Tubb Equipment

Fontaine Truck & Equipment
Warrior Tractor
Trail-EZE
Tractor & Equipment Company

Interstate Trailers
Thompson Tractor
Flint Equipment
Cleveland Trailer

Gentlemen:

Tuscaloosa County will accept bids for the purchase of two (2) tilt deck equipment trailers until **9:00 a.m., Wednesday, April 4, 2012**. The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, 714 Greensboro Avenue, Suite G-78, Tuscaloosa, AL 35401, or brought to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, April 4, 2012.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise – MAIL EARLY – overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

Handwritten signature of William M. Lamb in black ink.

W.M. Lamb
Chief Financial Officer

WML:lmw

Enclosures

Copy: Bobby Hagler
File

**Bid Submission Sheet
Tilt Deck Equipment Trailers**

Base Bid for each trailer \$ No BID

Total Bid for two trailers \$ _____

Name of Company: TRACTOR AND EQUIPMENT CO.

Mailing Address: 3820 GREENSBORO AVE TUSCALOOSA, AL 35405

Telephone: 205-752-0621

Name: JOHN THOMAS

Title: BRANCH MANAGER

Date: 3-16-12

Specify Delivery Date: _____

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

**Bid Submission Sheet
Tilt Deck Equipment Trailers**

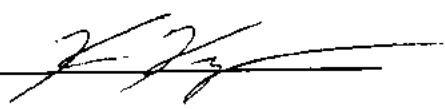
Base Bid for each trailer \$ 25,394.00

Total Bid for two trailers \$ 50,788.00

Name of Company: THOMPSON TRACTOR CO., INC.

Mailing Address: 3550 JOE MALLISHAM PARKWAY, TUSCALOOSA, AL 35401

Telephone: (205) 247-2800

Name: KIRK KELLY 

Title: SALES REPRESENTATIVE

Date: 4-4-12

Specify Delivery Date: 16 WEEKS FROM ORDER

DELIVERY MAY BE A FACTOR IN AWARDING THE BID



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)
10/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tave Risk Management 450 Skokie Blvd. - Bldg. #800 Northbrook, IL 60062 RUTH TAVE	847-267-0415 847-267-0478	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TRAIL-1	FAX (A/C, No):
INSURED Trail King Industries 2200 South Ohlman Street Mitchell, SD 57301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Co.		
	INSURER B: First Specialty Insurance Co.		
	INSURER C: Westchester Fire Insurance Co.		
	INSURER D: American Zurich insurance Co.		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GLO 5223577-03 EXCL PR	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMPIOP AGG \$ SEE BELOW
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP5223578-03	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		G21986215007	10/01/11	10/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 5223575-03 (DED) WC 5223576-03 (RETRO)	10/01/11 10/01/11	10/01/12 10/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Products Liability		IRG47924 (SEE PG. 2)	10/01/11	10/01/12	Occur/Agg \$5M/\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Automotive Rentals, Inc. and ARI Fleet are additional insureds on the General Liability, Auto Liability, and Products Completed Operations policies. This statement is subject to policy terms and conditions; where required by written contract prior to a loss.

CERTIFICATE HOLDER	ARIFL-1	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Ruth R Tave</i>

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BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Thompson Tractor Company

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County Commission

as Obligee, hereinafter called the Obligee, in the sum of 5% of amount bid Dollars (\$---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Two (2) Tilt Deck Equipment Trailers

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

Signed and sealed this 4th day of April, 2012.

Karen Williams
(Witness)

Thompson Tractor Company
(Principal) { [Signature]
(Title)

Lee Ann Hilton
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal) { Sharon E. Griffith
Sharon E. Griffith (Title)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223007

Certificate No. 004680889

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce S. Denson, Debbie Death Boggs, Henry Grantland Rice III, Thomas J. Bole, Robert Berman, Sharon E. Griffith, and Andy Dentremont

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



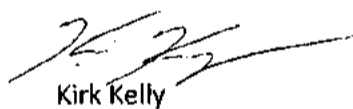
[Signature]
Marie C. Tetreault, Notary Public

April 4th, 2012

Tuscaloosa County Commission

Bid Exception for Tilt Deck Trailers

- Axles will be 20,000lb's at full highway speeds.
- Trailer decking will be screwed down with 2 screws per crossmember.



Kirk Kelly

Thompson Tractor Company, Inc.

**Bid Submission Sheet
Tilt Deck Equipment Trailers**

Interstate Trailer-Model 44TDL

Base Bid for each trailer \$ 22,136.00

Total Bid for two trailers \$ 44,272.00

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

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

Telephone: (205) 339-0300

Name: Luther W. Richardson III



Title: Sales Representative

Date: April 3, 2012

Specify Delivery Date: 6 to 8 weeks from receipt of order

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

Interstate model 44TDL

General description:	44,000 lb. capacity tag-along trailer with tilting platform and stationary deck.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	44,000 lbs. at 55 M.P.H. (G.V.W.R. 52,400 lbs.)	Axles:	(2) Dexter 22,500 lb. capacity with oil bath hubs.
Overall length:	34'-3"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" tilting platform, 4' stationary deck.	Wheels:	8 Hole Hub Piloted
Deck width:	8'-6"	Tires:	235/75R17.5, (H)
Deck height:	38" unloaded	Safety latch:	Cantilever / U-bolt style with tension adjustment.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams chassis: (2) W14" x 26 lbs. per ft., grade 50 Hi-tensile. Mainbeams tilt platform: (2) W8" x 15 lbs. per ft., grade 50 Hi-tensile. Crossmembers tilt platform: S6" I-beam x 12.5 lbs. per ft., grade 50 Hi-tensile on 22" centers. Siderails: C8" x 13.75 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000lb., 2 speed landing leg
Headboard:	8" x 3" rectangular tube, full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Underride guard:	Meets "National Highway Traffic Safety Administration" mandates FMVSS-223 & FMVSS-224.	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

INTERSTATE TRAILERS, INC.

1101 Heritage Parkway Mansfield, TX 76063 P: 800.433.5384 F: 817.453.5445

Exception Sheet

Tuscaloosa County, AL

(2) New 52,000 lb. GVWR Tilt Deck Equipment Trailers

Bid Opening: April 4, 2012, 9:00 a.m.

1. Deck Length: 24' tilt deck + 4' stationary deck in lieu of 25' tilt deck only.
2. Lengthwise Channels: Chassis – W14" @ 26 lbs. and Deck - W8" @15 lbs. in lieu of C12 @ 25 lbs.
3. Top Crossmembers: S6" I-beam @ 12½ lbs. per ft. grade 50 Hi-tensile on 16" centers in lieu of C4" @ 5.4 lbs. **Exceeds spec.**
4. Bottom Crossmembers: 8" x 3" rectangular tube in lieu of C5" @6.7 lbs.
5. Side Steel Channels: C8 @13.75 lbs. in lieu of C6 @8.2 lbs. **Exceeds spec.**
6. Decking: Secured with 5/16" torque screws, 2 per board on every other crossmember in lieu of steel straps.
7. Tongue: Distance from extreme front of load deck to center of pintle eye is 70-1/2" in lieu of 63".
8. Hitch mounting base: 4 Drilled levels from 16-1/2" to 30" in lieu of 5 drilled levels from 20" to 31".

Client#: 1331914

13JINTERTRA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER BB&T Pruden Insurance Services 201 W Waugh Street Suite 400 P.O. Box 308 Dalton, GA 30720		CONTACT NAME: PHONE (A.C. No, Ex): 706 278-1149 FAX (A.C. No): 888-751-3007 E-MAIL ADDRESS:	
INSURED Interstate Trailers Inc 1101 Heritage Parkway Mansfield, TX 76063		INSURER(S) AFFORDING COVERAGE INSURER A: Chubb Custom Insurance Company NAIC # 38989 INSURER B: Great American E&S Insurance Co 37532 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR RWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		79578644	02/01/2012	02/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		UM123521902	02/01/2012	02/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Interstate Trailers, Inc. FOR INFO ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

CNA SURETY

CNA Plaza, Chicago, Illinois 60685

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Warrior Tractor & Equipment Co., Inc.

and Western Surety Company, Principal,
Tuscaloosa County Commission, Surety, are held and firmly bound unto
in the sum of Five Percent (5%) of Bid-----, Obligee,

Dollars (\$-5%--)
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

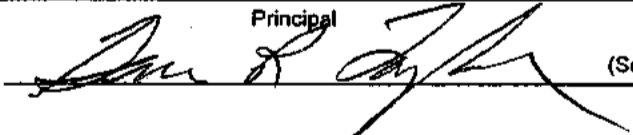
WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract
for

- (2) Interstate Model 44TDL Trailers
- (2) Interstate Model 44DLA Trailers

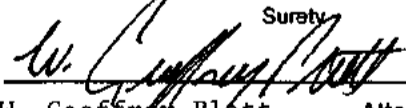
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligee; or if
Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

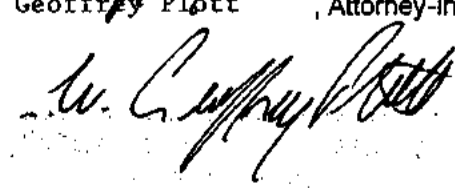
Signed, sealed and dated April 4, 2012.

Warrior Tractor & Equipment Co., Inc.

Principal
By:  (Seal)

Western Surety Company

Surety
By:  (Seal)
W. Geoffrey Plott, Attorney-in-fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Robert W Poellnitz Jr, Carrie Hickman, Rick Manasco, Walter Wayne Guy, Robert Gerald Plott, W Geoffrey Plott, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of January, 2012.



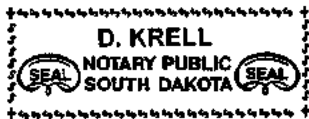
WESTERN SURETY COMPANY

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

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of January, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

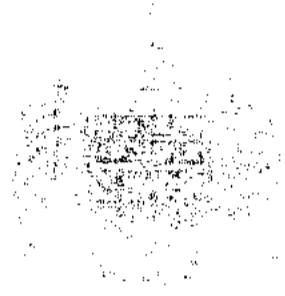
CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of April, 2012



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



Proclamation By the Governor of Alabama

WHEREAS, the month of April is recognized throughout the United States of America as Fair Housing Month; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, set forth a national policy of fair housing without regard to race, color, nationality, religion, gender, familial status or disability; and

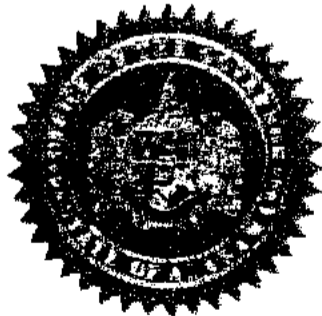
WHEREAS, the State of Alabama continues to affirmatively further fair housing for its citizens:

NOW, THEREFORE, I, Robert Bentley, Governor of Alabama, do hereby do proclaim the month of April, 2012, as

Fair Housing Month

in the state of Alabama, in recognition of the significance of fair housing to our way of life and encourage the citizens of our state to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution and the Constitution of the State of Alabama.

Given Under My Hand and the Great Seal of the Office of the Governor at the State Capitol in the City of Montgomery on the 26th day of March 2012.



Robert Bentley

Governor Robert Bentley



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

RDS

revenue discovery systems

2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203

800.556.7274 • 205.324.0088 • 205.423.4099 fax
www.revds.com

April 18th, 2012

William Lamb
Tuscaloosa County
P.O. Box 20113
Tuscaloosa, AL 35401

Dear Mr. Lamb:

Enclosed please find your signed copies of the gasoline and tobacco tax administration agreements for your files. We appreciate your confidence in RDS and look forward to our partnership with Tuscaloosa County.

I hope that you will not hesitate to contact me if you have any questions or concerns. You may contact me at 205-324-0088 ext. 34242 or bdodson@revds.com.

Regards,



Baylee Dodson
Client Relations Representative

Tax Revenue Enhancement Agreement

This agreement made as of the 4 day of April 2012, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and Tuscaloosa County, an Alabama COUNTY ("COUNTY").

A. Remittance Processing Services

1. **Taxes Processed:** RDS will perform remittance processing for tobacco taxes as designated by COUNTY.
2. **Taxpayer Notification and Remittance:** RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Tuscaloosa County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to COUNTY, RDS may change the Address for payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the COUNTY for each type of tax collected, as shown in more detail on Exhibit A.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit A:** COUNTY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the COUNTY, then the COUNTY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by COUNTY.
6. **Notification, Reporting to COUNTY:**
 - i. RDS will provide COUNTY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to COUNTY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. COUNTY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE COUNTY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by COUNTY.

B. Compliance Services

1. **Taxes Reviewed:** RDS will perform compliance services for sales, use and other taxes designated by COUNTY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by COUNTY, RDS will make reasonable efforts to collect taxes designated by COUNTY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection. If COUNTY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist COUNTY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to COUNTY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** COUNTY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties, COUNTY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in COUNTY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
6. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Reciprocal Agreement:** To the fullest extent allowed by law, COUNTY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
 2. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 3. **Shared Audit Fees:** When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. **Audit Time:** Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request.
8. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, COUNTY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the COUNTY's receipt of revenue after termination which are subject to RDS' fee, the COUNTY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the COUNTY. The COUNTY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Indemnity:** To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold COUNTY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, COUNTY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the COUNTY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to RDS be deemed included within the Work Product.
17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence MAY 1, 2012 with collection of ADP taxes to be remitted on or before MAY 20, 2012.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS

By: Kenn Hallock
Its: COO and SVP, Operations

Tuscaloosa County

By: [Signature]
Its: [Signature]

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/5/2012 (BD)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

April 18, 2012

William Lamb
 Tuscaloosa County
 P.O. Box 20113
 Tuscaloosa, AL 35401

Dear Mr. Lamb:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Tuscaloosa County Commission	062201449	06504008	100%	Tobacco

Tax Types and Rate Codes will be administered at the following percentages:

Type	Cigarettes Pack	Chewing Tobacco Pack	Snuff Can	Smoking Tobacco Pack	Cigars - Each Cigar	Little Cigars As Indicated	Rolling Papers Pack
Rate	5¢	5¢	5¢	5¢	5¢	5¢/Pack	5¢

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:


PRA Government Services, LLC (d/b/a RDS)
 2317 Third Avenue North, Suite 200
 Birmingham, Alabama 35203
 ATT: Kennon Walthall, COO and SVP, Operations

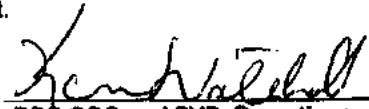
Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
 Connie Taylor
 Client Relations Manager
 RDS
 205-423-4144 direct dial
 205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:


 Name: W. M. Lamb
 Title: CFO


 RDS COO and SVP, Operations

Tax Revenue Enhancement Agreement

This agreement made as of the 4 day of April 2012, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and Tuscaloosa County, an Alabama COUNTY ("COUNTY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for gasoline taxes as designated by COUNTY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Tuscaloosa County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to COUNTY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the COUNTY for each type of tax collected, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: COUNTY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the COUNTY, then the COUNTY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by COUNTY.
6. Notification, Reporting to COUNTY:
 - i. RDS will provide COUNTY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to COUNTY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. COUNTY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE COUNTY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by COUNTY.

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by COUNTY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by COUNTY, RDS will make reasonable efforts to collect taxes designated by COUNTY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection. If COUNTY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist COUNTY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to COUNTY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** COUNTY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. COUNTY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in COUNTY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
6. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Reciprocal Agreement:** To the fullest extent allowed by law, COUNTY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
 2. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 3. **Shared Audit Fees:** When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. **Audit Time:** Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request.
8. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, COUNTY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the COUNTY's receipt of revenue after termination which are subject to RDS' fee, the COUNTY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the COUNTY. The COUNTY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Indemnity:** To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold COUNTY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, COUNTY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the COUNTY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to RDS be deemed included within the Work Product.
17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence MAY 1, 2012 with collection of ADP taxes to be remitted on or before MAY 20, 2012.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS

By: [Signature]
Its: COO and SVP, Operations

Tuscaloosa County

By: [Signature]
Its: Chairman

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/5/2012 (BD)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

April 18, 2012

William Lamb
Tuscaloosa County
P.O. Box 20113
Tuscaloosa, AL 35401

Dear Mr. Lamb:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Tuscaloosa County Gasoline	062201449	06504228	50%	Gasoline
Tuscaloosa - City Gas	Check	Check	36%	Gasoline
Tuscaloosa - Northport Gas	Check	Check	14%	Gasoline

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Gasoline	General	1¢

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

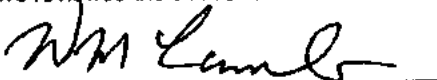
PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.


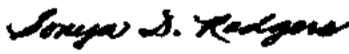
By:



Name:

Title: CFO


RDS COO and SVP, Operations

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W31XNJ20529195		PAGE 1 OF 33				
2. CONTRACT NO. W91278-12-F-0120		3. AWARD/EFFECTIVE DATE 05-Mar-2012		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 ENDIST MOBILE CONTRACTING DIVISION 109 ST JOSEPH ST MOBILE AL 36602 TEL: FAX:			CODE W91278		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO DEMOPOLIS SITE OFFICE DONNA BARHAM 384 RESOURCE MANAGEMENT DRIVE DEMOPOLIS AL 36732-1546			CODE K9ROMD0		16. ADMINISTERED BY SEE ITEM 9					
17a. CONTRACTOR/OFFEROR TUSCALOOSA, COUNTY OF 714 1/2 GREENSBORO AVE TUSCALOOSA AL 35401-1844 TEL. FACILITY CODE			CODE 4E2Y4		18a. PAYMENT WILL BE MADE BY USACE FINANCE CTR - DISBURSING OFFICER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 CODE 964145					
<input type="checkbox"/> 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 <input type="checkbox"/> 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) \$28,480.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> 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.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			31c. DATE SIGNED 14-Mar-2012		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) W. Hardy McCollum Tuscaloosa County Commission Chairman			30c. DATE SIGNED 4-4-12		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SONYA D RODGERS / CONTRACTING OFFICER TEL: 251-441-5406 EMAIL: sonya.d.rodgers@usace.army.mil					

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

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

PAGE 2 OF 33

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
 RECEIVED INSPECTED 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LAW ENFORCEMENT SERVICES FFP FY 12 TUSCALOOSA COUNTY, AL	712	Hours	\$40.00	\$28,480.00
LAW ENFORCEMENT CONTRACT AGREEMENT FOR PERIOD: 5 MAY 2012 THRU 3 SEP 2012					
IN ACCORDANCE WITH ATTACHED PLAN OF OPERATION APPENDIX A, SCOPE OF WORK, AND ATTACHMENTS 1 AND 2.					
WAGE DETERMINATION WD 05-2003 (REV.-12) DATED 13 JUN 2011 IS HERETO ATTACHED AND MADE APART HEREOF.					
FOB: Destination					
PURCHASE REQUEST NUMBER: W31XNJ20529195					
NET AMT					\$28,480.00
ACRN AA CIN: W31XNJ205291950001					\$28,480.00

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 05-MAY-2012 TO N/A
03-SEP-2012

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/X 3123.0000 CCS:120 K5 X 08 2446 001680 96015 2520 5G926D NA 598L15
AMOUNT: \$28,480.00
CIN W31XNJ205291950001: \$28,480.00

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

- (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 CCR accessed through <https://www.acquisition.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 (FEB 2012)

(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 (Sept 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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (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) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 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).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(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.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(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.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(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.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)

XX (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

XX (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

XX (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 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.)

___ (35)(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.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37)(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 (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 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.

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

___ (41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 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)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51)(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 (Sept 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)

952.999-4022 MEMORANDUM OF AGREEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Cooperative Law Enforcement Agency has the authority to enforce the state and local laws for the designated area specified elsewhere in the contract; and

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.

PLAN OF OPERATION

Appendix A

PLAN OF OPERATION

2012

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	Mill Creek Boat Ramp
Rock Quarry Park	Rocky Branch Park
Burchfield Branch Park	Deerlick Creek Park
Old Lock 15 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 712 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 712 man-hours. The period of this contract is from the date of execution of agreement by contracting officer or May 5, 2012, whichever is later, through September 3, 2012.
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

ATTACHMENT 1

Attachment 1

NORMAL PATROL SCHEDULE

May 5, 2012 - September 3, 2012

<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)

72 eight (8) hour patrols = 576 normal patrol man-hours

HOLIDAY PATROL SCHEDULE

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

Memorial Day Weekend

Saturday 5/26/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Sunday 5/27/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 5/28/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 5/28/2012	1 vehicle/officer	*	1PM - 9PM (8hrs)

Independence Weekend

Saturday 6/30/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Sunday 7/1/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 7/2/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 7/2/2012	1 vehicle/officer	*	1PM - 9PM (8hrs)

Labor Day Weekend

Saturday 9/1/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Sunday 9/2/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 9/3/2012	1 vehicle/officer	*	10AM - 6PM (8hrs)
Monday 9/3/2012	1 vehicle/officer	*	1PM - 9PM (8hrs)

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

TOTAL 84 EIGHT (8) HOUR PATROLS = 672 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.

ATTACHMENT 2

**TUSCALOOSA COUNTY
DAILY LAW ENFORCEMENT LOG
(USACE LAW ENFORCEMENT AGREEMENT 2012)**

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

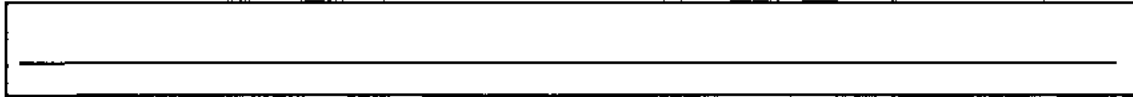
DATE _____	OFFICER _____
TIME SHIFT START _____	BEGINNING MILEAGE _____
TIME SHIFT END _____	ENDING MILEAGE _____
Point of Contact on	
Park Ranger Mark Meador	Line 14*4637 205/361-3805
Park Ranger Dale Pickard	Line 14*6336 205/361-3715
Park Ranger Diane Gruman	Line 14*4634 205/361-3778
Park Ranger Monica Noel	Line 14*23 205/361-3920
Park Manager Ken Fernandez	Line 14*6339 334/534-6339
Line Radio/Cellular Unit:	
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

AREA	IN	OUT	CODE	FINDINGS/ACTIONS/OBSERVATIONS

SIGNATURE	# WARNINGS	# CITATIONS	# ARRESTS
	VERBAL _____ WRITTEN _____		
NUMBER OF PROBLEMS: _____ LIST SITES: _____ _____			



SCOPE OF WORK
STATEMENT OF WORK

The Tuscaloosa County Sheriff's Department will be working a Law Enforcement Contract with the US Army Corps of Engineers this summer. The total number of days for each month includes the number of days for patrolling plus one day for administrative tasks and is as follows:

May – 9 days, 20 shifts

June – 9 days, 19 shifts

July – 10 days, 21 shifts

August – 8 days, 16 shifts

September – 3 days, 8 shifts

Total: 39 days, 84 shifts

84 shifts x 8 hours per shift = 672 total hours

672 hours + 40 administrative hours (8 hours per month for 5 months) = 712 total hours

712 hours x \$40 per hour = \$28,480.00
(The contract will pay \$40 per hour)

Total for contract: \$28,480.00

WAGE DETERMINATION

WD 05-2003 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

|
|
|

| Wage Determination No.: 2005-2003
 Diane C. Koplewski Division of | Revision No.: 12
 Director Wage Determinations| Date Of Revision: 06/13/2011

State: Alabama

Area: Alabama Counties of Bibb, Blount, Cullman, Fayette, Greene, Hale,
 Jefferson, Lamar, Marengo, Perry, Pickens, Shelby, St Clair, Tuscaloosa, Walker

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	15.69	
01012 - Accounting Clerk II	20.01	
01013 - Accounting Clerk III	20.98	
01020 - Administrative Assistant	20.68	
01040 - Court Reporter	17.92	
01051 - Data Entry Operator I	13.96	
01052 - Data Entry Operator II	15.23	
01060 - Dispatcher, Motor Vehicle	17.92	
01070 - Document Preparation Clerk	12.47	
01090 - Duplicating Machine Operator	12.47	
01111 - General Clerk I	13.41	
01112 - General Clerk II	14.66	
01113 - General Clerk III	16.52	
01120 - Housing Referral Assistant	20.52	
01141 - Messenger Courier	10.42	
01191 - Order Clerk I	13.42	
01192 - Order Clerk II	14.83	
01261 - Personnel Assistant (Employment) I		17.24
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		24.58
01270 - Production Control Clerk	20.67	
01280 - Receptionist	12.47	
01290 - Rental Clerk	14.86	
01300 - Scheduler, Maintenance	16.45	
01311 - Secretary I	16.45	
01312 - Secretary II	18.26	
01313 - Secretary III	20.52	
01320 - Service Order Dispatcher	16.44	
01410 - Supply Technician	22.50	
01420 - Survey Worker	17.92	
01531 - Travel Clerk I	10.99	
01532 - Travel Clerk II	11.68	
01533 - Travel Clerk III	12.41	
01611 - Word Processor I	14.45	
01612 - Word Processor II	15.82	
01613 - Word Processor III	18.17	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.33
05010 - Automotive Electrician	17.57	
05040 - Automotive Glass Installer	16.60	
05070 - Automotive Worker	16.60	
05110 - Mobile Equipment Servicer	14.02	

05130 - Motor Equipment Metal Mechanic	18.53
05160 - Motor Equipment Metal Worker	16.60
05190 - Motor Vehicle Mechanic	17.83
05220 - Motor Vehicle Mechanic Helper	14.05
05250 - Motor Vehicle Upholstery Worker	15.63
05280 - Motor Vehicle Wrecker	16.60
05310 - Painter, Automotive	17.57
05340 - Radiator Repair Specialist	16.60
05370 - Tire Repairer	11.71
05400 - Transmission Repair Specialist	18.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.25
07041 - Cook I	8.54
07042 - Cook II	9.67
07070 - Dishwasher	8.20
07130 - Food Service Worker	8.72
07210 - Meat Cutter	12.96
07260 - Waiter/Waitress	7.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.44
09040 - Furniture Handler	10.18
09080 - Furniture Refinisher	15.44
09090 - Furniture Refinisher Helper	11.95
09110 - Furniture Repairer, Minor	13.64
09130 - Upholsterer	15.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.23
11060 - Elevator Operator	9.15
11090 - Gardener	11.73
11122 - Housekeeping Aide	9.15
11150 - Janitor	9.15
11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	8.43
11260 - Pruner	10.67
11270 - Tractor Operator	11.83
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	9.87
12000 - Health Occupations	
12010 - Ambulance Driver	15.95
12011 - Breath Alcohol Technician	15.95
12012 - Certified Occupational Therapist Assistant	23.68
12015 - Certified Physical Therapist Assistant	23.08
12020 - Dental Assistant	13.62
12025 - Dental Hygienist	24.96
12030 - EKG Technician	21.05
12035 - Electroneurodiagnostic Technologist	21.05
12040 - Emergency Medical Technician	15.95
12071 - Licensed Practical Nurse I	14.47
12072 - Licensed Practical Nurse II	16.19
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	15.29
12160 - Medical Record Clerk	12.66
12190 - Medical Record Technician	14.17

12195 - Medical Transcriptionist	14.36	
12210 - Nuclear Medicine Technologist	28.00	
12221 - Nursing Assistant I	9.31	
12222 - Nursing Assistant II	10.47	
12223 - Nursing Assistant III	11.43	
12224 - Nursing Assistant IV	12.82	
12235 - Optical Dispenser	15.15	
12236 - Optical Technician	14.12	
12250 - Pharmacy Technician	13.41	
12280 - Phlebotomist	12.82	
12305 - Radiologic Technologist	21.70	
12311 - Registered Nurse I	24.27	
12312 - Registered Nurse II	29.69	
12313 - Registered Nurse II, Specialist	29.69	
12314 - Registered Nurse III	35.91	
12315 - Registered Nurse III, Anesthetist	35.91	
12316 - Registered Nurse IV	43.04	
12317 - Scheduler (Drug and Alcohol Testing)	19.76	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.27	
13012 - Exhibits Specialist II	21.42	
13013 - Exhibits Specialist III	25.39	
13041 - Illustrator I	17.27	
13042 - Illustrator II	21.42	
13043 - Illustrator III	25.39	
13047 - Librarian	22.85	
13050 - Library Aide/Clerk	10.24	
13054 - Library Information Technology Systems Administrator	20.43	
13058 - Library Technician	12.34	
13061 - Media Specialist I	14.73	
13062 - Media Specialist II	16.48	
13063 - Media Specialist III	18.38	
13071 - Photographer I	14.73	
13072 - Photographer II	16.48	
13073 - Photographer III	20.43	
13074 - Photographer IV	24.99	
13075 - Photographer V	30.23	
13110 - Video Teleconference Technician	16.78	
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.92	
14042 - Computer Operator II	17.80	
14043 - Computer Operator III	19.86	
14044 - Computer Operator IV	22.06	
14045 - Computer Operator V	24.43	
14071 - Computer Programmer I	23.08	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	15.92	
14160 - Personal Computer Support Technician	22.06	

15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.29
15020 - Aircrew Training Devices Instructor (Rated)		34.23
15030 - Air Crew Training Devices Instructor (Pilot)		38.85
15050 - Computer Based Training Specialist / Instructor		29.28
15060 - Educational Technologist	26.48	
15070 - Flight Instructor (Pilot)	38.85	
15080 - Graphic Artist	22.41	
15090 - Technical Instructor	20.53	
15095 - Technical Instructor/Course Developer		25.12
15110 - Test Proctor	16.57	
15120 - Tutor	16.57	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.40	
16030 - Counter Attendant	8.40	
16040 - Dry Cleaner	10.30	
16070 - Finisher, Flatwork, Machine		8.40
16090 - Presser, Hand	8.40	
16110 - Presser, Machine, Drycleaning		8.40
16130 - Presser, Machine, Shirts	8.40	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.40
16190 - Sewing Machine Operator		10.90
16220 - Tailor	11.50	
16250 - Washer, Machine	10.72	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.21
19040 - Tool And Die Maker	20.65	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	13.88	
21030 - Material Coordinator	19.39	
21040 - Material Expediter	19.39	
21050 - Material Handling Laborer		12.57
21071 - Order Filler	10.30	
21080 - Production Line Worker (Food Processing)		13.88
21110 - Shipping Packer	13.38	
21130 - Shipping/Receiving Clerk		13.38
21140 - Store Worker I	9.98	
21150 - Stock Clerk	14.06	
21210 - Tools And Parts Attendant		13.88
21410 - Warehouse Specialist		13.88
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.46
23021 - Aircraft Mechanic I	22.07	
23022 - Aircraft Mechanic II	23.46	
23023 - Aircraft Mechanic III	24.83	
23040 - Aircraft Mechanic Helper		16.11
23050 - Aircraft, Painter	20.32	
23060 - Aircraft Servicer	18.38	
23080 - Aircraft Worker	19.53	
23110 - Appliance Mechanic		18.46
23120 - Bicycle Repairer		12.88
23125 - Cable Splicer	25.02	
23130 - Carpenter, Maintenance		17.40
23140 - Carpet Layer	17.26	

23160 - Electrician, Maintenance	20.18
23181 - Electronics Technician Maintenance I	21.06
23182 - Electronics Technician Maintenance II	22.51
23183 - Electronics Technician Maintenance III	24.03
23260 - Fabric Worker	16.05
23290 - Fire Alarm System Mechanic	18.15
23310 - Fire Extinguisher Repairer	15.23
23311 - Fuel Distribution System Mechanic	24.08
23312 - Fuel Distribution System Operator	18.15
23370 - General Maintenance Worker	16.20
23380 - Ground Support Equipment Mechanic	22.07
23381 - Ground Support Equipment Servicer	18.38
23382 - Ground Support Equipment Worker	19.53
23391 - Gunsmith I	14.81
23392 - Gunsmith II	17.27
23393 - Gunsmith III	19.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.20
23430 - Heavy Equipment Mechanic	21.83
23440 - Heavy Equipment Operator	17.34
23460 - Instrument Mechanic	26.36
23465 - Laboratory/Shelter Mechanic	18.46
23470 - Laborer	11.87
23510 - Locksmith	17.95
23530 - Machinery Maintenance Mechanic	20.09
23550 - Machinist, Maintenance	19.22
23580 - Maintenance Trades Helper	13.59
23591 - Metrology Technician I	26.36
23592 - Metrology Technician II	23.67
23593 - Metrology Technician III	25.06
23640 - Millwright	18.86
23710 - Office Appliance Repairer	21.21
23760 - Painter, Maintenance	16.72
23790 - Pipefitter, Maintenance	19.03
23810 - Plumber, Maintenance	17.83
23820 - Pneudraulic Systems Mechanic	19.71
23850 - Rigger	19.71
23870 - Scale Mechanic	17.27
23890 - Sheet-Metal Worker, Maintenance	17.94
23910 - Small Engine Mechanic	16.64
23931 - Telecommunications Mechanic I	25.37
23932 - Telecommunications Mechanic II	30.76
23950 - Telephone Lineman	21.53
23960 - Welder, Combination, Maintenance	16.11
23965 - Well Driller	19.69
23970 - Woodcraft Worker	19.71
23980 - Woodworker	13.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	15.30
24610 - Chore Aide	8.21
24620 - Family Readiness And Support Services	13.44

Coordinator		
24630 - Homemaker	19.50	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.46	
25040 - Sewage Plant Operator	18.79	
25070 - Stationary Engineer	22.46	
25190 - Ventilation Equipment Tender	13.83	
25210 - Water Treatment Plant Operator	18.79	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	14.72	
27007 - Baggage Inspector	9.87	
27008 - Corrections Officer	18.22	
27010 - Court Security Officer	18.99	
27030 - Detection Dog Handler	13.87	
27040 - Detention Officer	18.22	
27070 - Firefighter	20.70	
27101 - Guard I	9.87	
27102 - Guard II	13.87	
27131 - Police Officer I	20.26	
27132 - Police Officer II	22.49	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.11	
28042 - Carnival Equipment Repairer	10.45	
28043 - Carnival Equipment Worker	8.33	
28210 - Gate Attendant/Gate Tender	12.32	
28310 - Lifeguard	11.90	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant		10.06
28515 - Recreation Specialist	12.49	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	16.45	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	18.99	
29020 - Hatch Tender	18.99	
29030 - Line Handler	18.99	
29041 - Stevedore I	16.68	
29042 - Stevedore II	20.30	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		27.16
30021 - Archeological Technician I	16.61	
30022 - Archeological Technician II	18.58	
30023 - Archeological Technician III	23.03	
30030 - Cartographic Technician	23.03	
30040 - Civil Engineering Technician	22.60	
30061 - Drafter/CAD Operator I	16.61	
30062 - Drafter/CAD Operator II	18.58	
30063 - Drafter/CAD Operator III	22.03	
30064 - Drafter/CAD Operator IV	25.20	
30081 - Engineering Technician I	15.74	
30082 - Engineering Technician II	17.65	
30083 - Engineering Technician III	19.75	
30084 - Engineering Technician IV	24.48	

30085 - Engineering Technician V	29.94
30086 - Engineering Technician VI	36.22
30090 - Environmental Technician	22.51
30210 - Laboratory Technician	20.73
30240 - Mathematical Technician	23.13
30361 - Paralegal/Legal Assistant I	18.40
30362 - Paralegal/Legal Assistant II	22.81
30363 - Paralegal/Legal Assistant III	27.90
30364 - Paralegal/Legal Assistant IV	33.75
30390 - Photo-Optics Technician	23.13
30461 - Technical Writer I	19.00
30462 - Technical Writer II	23.25
30463 - Technical Writer III	26.90
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.80
30621 - Weather Observer, Senior	(see 2) 23.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.33
31030 - Bus Driver	14.76
31043 - Driver Courier	14.18
31260 - Parking and Lot Attendant	9.12
31290 - Shuttle Bus Driver	14.65
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	14.65
31362 - Truckdriver, Medium	18.35
31363 - Truckdriver, Heavy	19.52
31364 - Truckdriver, Tractor-Trailer	19.52
99000 - Miscellaneous Occupations	
99030 - Cashier	10.51
99050 - Desk Clerk	10.65
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	11.96
99252 - Laboratory Animal Caretaker II	13.13
99310 - Mortician	21.58
99410 - Pest Controller	16.32
99510 - Photofinishing Worker	14.08
99710 - Recycling Laborer	13.23
99711 - Recycling Specialist	16.14
99730 - Refuse Collector	11.87
99810 - Sales Clerk	12.40
99820 - School Crossing Guard	9.20
99830 - Survey Party Chief	19.14
99831 - Surveying Aide	11.63
99832 - Surveying Technician	15.96
99840 - Vending Machine Attendant	14.48
99841 - Vending Machine Repairer	17.51
99842 - Vending Machine Repairer Helper	14.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.