# TUSCALOOSA COUNTY COMMISSION MEETING

July 11, 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 Reginald Murray

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize posting of speed limits as follows:

Billy Bigham Road 35 MPH Evergreen Church Road 30 MPH Hi Road 30 MPH

Deerlick Road from the intersection of Power Plant Road to the Deerlick Park entrance 35 MPH

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for the construction of Wallace Ferry Road and Blackmon Road, opened June 27, 2012, to low bidder CaMar Construction Company, Inc. The bidding firms are as follows:

CaMar Construction Company, Inc. - \$860,450.00 RaCON, Inc. - \$961,645.00

Exhibit 7-1, Page

Page 2

Bids for the supply of rental uniforms for the Public Works Department and the Courthouse Maintenance Department were opened and referred to County Engineer Bobby Hagler for appropriate action. The bidding firms are as follows:

UniFirst Corporation - \$110,366.52 G&K Services - \$96,804.96 Cintas - \$100,601.35 McCain Uniforms - NO BID

Exhibit 7-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution authorizing the Chairman to execute a Supplemental Funding Agreement with the City of Tuscaloosa and the City of Northport to refurbish the Tuscaloosa Metro Animal Shelter. The agreement is not to exceed \$220,000.00, and the work will be completed by March 1, 2013. (County Share not to exceed \$110,000.00)

Exhibit 7-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to go into executive session to discuss potential litigation.

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

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering department to assist with laying gravel on a road and parking lot at the Duncanville Middle School softball field.

Exhibit 7-4, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the relocation of water lines on the Indian Creek Road water main relocation project and the Nevins Road water main relocation project.

Exhibit 7-5, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider a paving and striping request from the Tuscaloosa County School Board.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to assist with repaving and striping of parking lots in front of and across the street from Walker Elementary School at the request of the Tuscaloosa County School Board.

Exhibit 7-6, Page

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize County Administrator Melvin Vines to proceed with the evaluation of 4800 Martin Luther King Jr. Blvd and proceed with the abatement process if necessary.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to post a section of  $39^{\rm th}$  Street from the intersection of Mill Creek Avenue to the railroad crossing "NO TRUCKS."

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to confirm the amount of \$200,000.00 for the Alabama Department of Transportation to perform a traffic study on Highway 69 South. The traffic study was approved at the meeting of June 6, 2012, and was to be included in the amended Road and Bridge budget increase of \$1,500,000.00.

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 1, 2012.

W. Hardy McCollum

Judge of Probate and Chairman Tuscaloosa County Commission

Don Wallace

Commissioner - District I

Gary Youngelood

Commissioner - District II

ABSENT

Bobby Miller

Commissioner - District III

Reginald Murray

Commissioner - District IV

## Bid Evaluation Wallace Ferry Road Subase Construction 27-Jun-12

				RACO	N,	NC.
Unclassified Excavation	117000	CY	\$	6.32	\$	739,440.00
1/2 Mile Overhaul Unit	10000	CY	\$	0.54	\$	5,400.00
Mobilization	1	Lump	\$ 2	5,305.00	\$	25,305.00
Seperation Geotextile	5000	SY	\$	2.78	\$	13,900.00
Loose Rip Rap	4000	Ton	\$	36.40	\$	145,600.00
Silt Fence	10000	L.F.	\$	3.20	\$	32,000.00
Total Bid					\$	961,645.00

Camar Construction Co. Inc.			
\$	5.30	\$	620,100.00
\$	5.75	\$	57,500.00
\$ 4	2,000.00	\$	42,000.00
\$	3.25	\$	16,250.00
\$	22.00	\$	88,000.00
\$	3.66	\$	36,600.00
		\$	860,450.00

Low Bidder

# WALLACE FERRY ROAD AND BLACKBURN ROAD PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	117,000	CY	5,30	620,100.00
210A-001	½ MILE OVERHAUL UNIT	10,000	CY	5,75	57,500.°°
600A-000	MOBILIZATION	1	LUMP SUM	42,000.00	42,000. <sup>©</sup>
608A-001	SEPARATION GEOTEXTILE	5,000	SY	3,25	16,250.00
610-C-001	LOOSE RIPRAP CLASS II	4,000	TON	22.00	_88,000.°°
665J-000	SILT FENCE, TYPE "A"	10,000	L.F.	3.66	36,600.00
Total Bid	5657 7 20 20 20 20 20 20 20 20 20 20 20 20 20			4	860,450.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

2017	no commercially	^	$\triangle$		(1)	
Mailing Address: 9900 SANDERS FERRY ROAD TUSCALOUSA, AL 35401 Telephone: (205) 345-0729 Name: Horace L. Overnon Title: President	Company Name:	CaMar	CONST	RUCTION	L,.01 6	nc
Name: 1005) 345-0729  Name: 1000 L. OVERNON  Title: 2005) 345-0729		0000	CAUNERS	Francis	Ropp	
Name: 1005) 345-0729  Name: 1000 L. OVERNON  Title: 2005) 345-0729	Mailing Address:	7900	JANUERS 2	T ERROY		
Name: Horace L. OVERNON  Title: PRESIDENT		I WSGGOOTA	, AC 3	3 (0)		
Title: PRESIDENT	Telephone:(20	<u> 5) 345-0</u>	729		<del> </del>	
Title: PRESIDENT	Name: Horo	ace L. (	DUERRON	)		
2017						
Date: June 27, 2012	Title: RES	SIDENT				
	Date:	se 27	2012			

# BEST MANAGEMENT PRACTICES PLAN CERTIFICATION

I certify that I am aware of the Best Management Practices for the prevention and minimization of nonpoint sources of pollution in storm water runoff contained and described in documents listed below. I certify that all appropriate pollution abatement/prevention facilities, and structural and nonstructural BMPs, as described in these documents, or County approved equivalent BMPs will be implemented and maintained as needed at the facility in accordance with good engineering practices and ADEM regulations under the guidance of a qualified pollution prevention/control professional. I understand that full implementation and regular maintenance of the BMPs will be requirements for coverage under the general permit. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment for knowing violations. I understand that, at the signing of the bid proposal, I become a co-permittee with the County if awarded the contract. I also agree to indemnify the County for any damages or expenses incurred by the County out of the construction of said project.

- 1. <u>ALABAMA NONPOINT SOURCE MANAGEMENT PROGRAM DOCUMENT</u>, as amended, prepared by ADEM, Water Division Mining and Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended.
- 2. EPA STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION ACTIVITIES, Office of Wastewater Enforcement and Compliance, U.S. Environmental-Protection Agency, Washington, D.C. 20460, as amended.
- 3. AASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION, Volume III, 1992, Prepared by the Task Force on Hydrology and Hydraulics, AASHTO Highway Subcommittee on Design.

I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the above is true and correct and that I am the same person executing the Bid Bond and the Performance Bond attached to the bid submission; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Company Name:	
COMPAR CONSTRUCTION CO. INC	
By: Doran L. Olut	
Date: 6-27-2012	

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2012

### USE BLACK INK ONLY

# **BID BOND**

The PRINCIPAL (Bidder's Name and Address)

CaMar Construction Company Inc

9900 Sanders Ferry Road

Tuscaloosa AL35401

The SURETY (Name and Principal Place of Business)

The Ohio Casualty Insurance Company

P O Box 3186

Tuscaloosa AL 35403

The OWNER (Name and Address)

**Tuscaloosa County Commission** 

714 Greensboro Ave STE-G-78

Tuscaloosa AL 35401

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

# Wallace Ferry Rd and Blackburn Rd Construction Project

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid.

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 27" day of	June
	PRINCIPAL:
ATTEST:)	PRINCIPAL:
	CaMar Construction Company Inc
- Min Gull	By Horace O. Custon, UNIS
<del></del>	
	Horace Overton, President
,	Name and Title
	SURETY:
ATTEST	The Ohio Casualty Insurance Company
AllESI	
	- 18/2// ( /)
Cherry (W)	By //
	John L. Burns, Attorney-in-Fact
	Name and Title
·	•
P	age 1 of 1

# CERTIFIED COPY OF POWER OF ATTORNEY THE OHIO CASUALTY INSURANCE COMPANY WEST AMERICAN INSURANCE COMPANY

No. 33-933

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint:

John L. Burns or Richard Hooker Robinson of Tuscaloosa, Alabama its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION (\$5,000,000.000) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 31st day of March, 1999.





Sam Jawrence
Sam Lawrence, Assistant Vice President

STATE OF OHIO, COUNTY OF BUTLER

On this 31st day of March, 1999, before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Vice President of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Barbara Hoffman

Notary Public in and for County of Butler, State of Ohio My Commission expires September 25, 2002.

This power of attorney is granted under and by authority of icle VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section I of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any country or state, or any official board or boards of any country or state, or the United States of America, or to any other political subdivision."

state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

### CERTIFICATE

I, the undersigned Assistant Vice President of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 27th day of June, 2012.





Assistant Vice President

Man I Schricht

S-4300

# WALLACE FERRY ROAD AND BLACKBURN ROAD PROJECT BID SHEET

TEEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	117,000	CY	<u>6.32</u>	739,440.00
210A-001	½ MILE OVERHAUL UNIT	10,000	CY	0.54	5,400.00
600A-000	MOBILIZATION	1	LUMP SUM	25,305.00	25,305.00
608A-001	SEPARATION GEOTEXTILE	5,000	SY	2.78	13,900.00
(10 C 001	LOOSE RIPRAP CLASS II	4,000	TON	36.40	145,600.00
610-C-001	SILT FENCE, TYPE "A"	10,000	L.F.	3.20	32,000.00
Total Bid	SILI FENCE, I II I				\$ 961,645.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Ra CON INC.
Company Name: 129 CON 190C,
Mailing Address: P.O. Box 2692 Tuscelous, AL 35403
Telephone. (295) 333-8500
Name: Dettillmung
Title: Vice President
Date:

# BEST MANAGEMENT PRACTICES PLAN CERTIFICATION

I certify that I am aware of the Best Management Practices for the prevention and minimization of nonpoint sources of pollution in storm water runoff contained and described in documents listed below. I certify that all appropriate pollution abatement/prevention facilities, and structural and nonstructural BMPs, as described in these documents, or County approved equivalent BMPs will be implemented and maintained as needed at the facility in accordance with good engineering practices and ADEM regulations under the guidance of a qualified pollution prevention/control professional. I understand that full implementation and regular maintenance of the BMPs will be requirements for coverage under the general permit. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment for knowing violations. I understand that, at the signing of the bid proposal, I become a co-permittee with the County if awarded the contract. I also agree to indemnify the County for any damages or expenses incurred by the County out of the construction of said project.

- 1. <u>ALABAMA NONPOINT SOURCE MANAGEMENT PROGRAM DOCUMENT</u>, as amended, prepared by ADEM, Water Division -Mining and Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended.
- 2. EPA STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION ACTIVITIES, Office of Wastewater Enforcement and Compliance, U.S. Environmental-Protection Agency, Washington, D.C. 20460, as amended.
- 3. AASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION, Volume III, 1992, Prepared by the Task Force on Hydrology and Hydraulics, AASHTO Highway Subcommittee on Design.
- I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the above is true and correct and that I am the same person executing the Bid Bond and the Performance Bond attached to the bid submission; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Company Name:	Racon, Iuc.	
By:	dettellan	
Date:	1. 27, 2012	

STATE OF ALABAMA ) TUSCALOOSA COUNTY )
BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal; as Surety are hereby
and Liberty Mutual Insurance Company of Tuscaloosa, Alabama, as obligee, hereinafter called the
County, in the sum of Five Percent of amount bid not to exceed len included the said
Principal and Surety hereby jointly and severally bind ourselves, our news, executors, administratives, successors, and assigns.
The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:
Wallace Ferry Road and Blackburn Road Construction Project
NOW, THEREFORE,
(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the above-bonded parties have executed this instrument
under their several sounds, the name and corporate
representative, pursuant to authority of its governing body.

Witness:	Principal:	
1 salanh	RaCON, Inc.	(Seal)
	By: Millimoly	_
	Title: Vice Pres	_
	Surety:	
	Liberty Mutual Insurance Company	_(Seal
	By: Jen M Le	
	Title: Jeffrey M. Wilson Attorney-in-Fact	······
ATTEST:		

NOTE:

Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

NOTE:

Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

# THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4884805
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

# LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK W. EDWARDS II,

each individually if there be more than one named, its frue and lawful attorney-infact to make ascusule, seal, alconeologia and deliver, for and or behalf as surely and as it and and deed, any and all understakings, bonds.  **TOP OLIVINEED FITTY MILLOW ALT BY PROVIDED FITTY MI	BIRMINGHAM, STATE OF ALABAMA	
execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of unless pleasens, shall be a softward to the service of the company in their own proper persons.  That this power is made and executed pursuant to and by authority of the following By-law and Authorization:  ARTICLE XIII. Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Ary officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to mexecute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizences and other surety obligistions. Such attorning in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company to please secured by the president and attested by the secretary.  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact states the purpose of the secretary of Liberty Mutual insurance Company, is hereby author to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as suryly obligations are surely obligations.  That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.  IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Life Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day ofZTh day of	behalf as surety and as its act and deed, any and all undertakings, bonds, reco	gnizances and other surety obligations in the penal sum not exceeding the penal sum not exceed the penal sum not exceeding the penal sum not exceed the penal sum not exc
ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings. Any officer of the Company suthorized for that purpose in writing by the chairman or the president may prescribe, shall appoint such attornary be necessary to act in behalf of the Company of the Company with the company by their signature of the company and deliver as the company of the company. When so execute, seal, acknowledge and deliver as the respective powers of storney, shall have full power to bind the Company by their signature induction of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding signed by the president and attested by the secretary.  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact as may be necessary to act in behalf of the Company of the president that the president state of the president state of the seal of the Company of the president state of the seal of the Company of the president state of the seal of the Company of the president state of the seal of the Company of the president state of the company is a seal of the company and all undertakings, bonds, recognizances and other surety obligations.  That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.  IN WITNESS WHEREOF, this Power of Altorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of	execution of such undertakings, bonds, recognizances and other surety obligation	s. In pursuance of these presents, shall be as billiang upon the company
Any officer of the Company authorized for that purpose in writing by the charman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in benefit of the Company to the execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and benefit of the Company by their signature execution of any such instruments and to statish thereto the seal of the Company. When so executed such instruments shall be as binding signed by the president and attested by the secretary.  By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:  Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby author to appoint such attorneys-in-fact as may and all undertakings, bonds, recognizances and other surely obligations.  That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.  IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Lile Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of September.  COMMONWEALTH OF PENNSYLVANIA as COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, to hereby certify that the original power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as	That this power is made and executed pursuant to and by authority of the following	g By-law and Authorization:
Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby author to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as su any and all undertakings, bonds, recognizances and other surely obligations.  That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.  IM WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Lit Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of	Any officer of the Company authorized for that purpose in writing by chairman or the president may prescribe, shall appoint such attorneys execute, seal, acknowledge and deliver as surety any and all undertaki in-fact, subject to the limitations set forth in their respective powers of a execution of any such instruments and to attach thereto the seal of the signed by the president and attested by the secretary.	the chairman or the president, and subject to such limitations as in- in-fact, as may be necessary to act in behalf of the Company to makings, bonds, recognizances and other surety obligations. Such attorneys ttorney, shall have full power to bind the Company by their signature ar Company. When so executed such instruments shall be as binding as
to appoint such attorneys-in-fact as may be necessary to a cit in dental or the Colingary of Inlane, execute, stank, stank, stank, stank, and all understakings, bonds, recognizances and other surely obligations.  That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.  IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Lit Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of September 2011  LIBERTY MUTUAL INSURANCE COMPANY  By Junio M. Carey, Assistant Secretary  COMMONWEALTH OF PENNSYLVANIA ss  COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company, that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  By Junio Marchael Recompany is an Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregor a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Articit secrificate and the above power or attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of Mar	By the following instrument the chairman or the president has authorized the office	er or other official named therein to appoint attorneys-in-fact:
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Lit Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of	to appoint such attorneys-in-fact as may be necessary to act in benait o	the Company to make, execute, sear, downstroage and search
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Lit Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of	That the By-law and the Authorization set forth above are true copies thereof and	are now in full force and effect.
LIBERTY MUTUAL INSURANCE COMPANY  By Local Company has been affixed thereto in Plymouth Meeting, Pennsylvaria at its day of Liberty Mutual Insurance Company  COMMONWEALTH OF PENNSYLVANIA as COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he execute the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  By Local Local Company Insurance Company thereto with the original power of attorney of which the foregot a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company were force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 the day of March, 1980.	WANTENESS WATEREOF this Power of Attorney has been subscribed by an auth	orized officer or official of the Company and the corporate seal of Libe
COMMONWEALTH OF PENNSYLVANIA ss COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he exert the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  By Lucia Insurance Company thereto with the authority and at the direction of the subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  By Lucia Insurance Company thereto with the authority and at the direction of the date of this certificate; and I do further certify that the original power of attorney of which the foregot a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certain copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscrib	Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Peni	isylvariia triis day or day or
COMMONWEALTH OF PENNSYLVANIA ss COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregod a full, true and correct copy, its in full ferce and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a cecopy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th decrease in the provided in the company with the compa		$\wedge$
COMMONWEALTH OF PENNSYLVANIA ss COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregod a full, true and correct copy, its in full ferce and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a cecopy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th decrease in the provided in the company with the compa		1 Williams
COMMONWEALTH OF PENNSYLVANIA as COUNTY OF MONTGOMERY  On this 27th day of September 2011 before me, a Notary Public, personally came David M. Carey, to me known, acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed become of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  By Justic Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregot a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the foliote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certificate and flect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th days and affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th days and affixed the corporate seal of the said company, this 27th days and affixed the corporate seal of the said company, this 27th days and 2012.		David M. Carey, Assistant Secretary
CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregod a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certary of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 the Grand Company and the company of the company of the said company, this 27 the Grand Company and the company of the company of the said company, this 27 the Grand Company and the company of the compa	COMMONWEALTH OF PENNSYLVANIA SS	,
acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, thereto with the authority and at the direction of corporation.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and first above written.  By Local Insurance Company, do hereby certify that the original power of attorney of which the foregra full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followtoe of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certificate and the action of authority is same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 the Council of the said company, the council of the said compan	Outlieben 2011 hefere me a	Notany Public personally came David M. Carey, to me known, a
CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregod a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certary of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 the Grand Company and the company of the company of the said company, this 27 the Grand Company and the company of the company of the said company, this 27 the Grand Company and the company of the compan	On this 27th day of September 2011, before the, a acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Co the above Power of Attorney and affixed the corporate seal of Liberty Mutual In	
CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregod a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certary of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 the Grand Company and the company of the company of the said company, this 27 the Grand Company and the company of the company of the said company, this 27 the Grand Company and the company of the compan	corporation.	my potarial seal at Plymouth Meeting. Pennsylvania, on the day and y
CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregod a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certain company power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th decompany.  **Dunc** Dunc** D	IN TESTIMONY WHEREOF I have hereunto subscribed my name and attixed first above written.	Terres Partilles
CERTIFICATE I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregot a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article Section 5 of the By-laws of Liberty Mutual Insurance Company.  This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the followed of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.  VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certain composition of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 the County of the company in the company of the company, this 27 the County of the company in the company of the company in the company of the company.	175 Internation Sub-tracket 45	By Course Marcolla Teresa Pastella, Notary Public
VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a cecopy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company wis same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 <sup>+</sup> do 5 unc. 2012	CERTIFICATE  I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do a full, true and correct copy, is in full force and effect on the date of this certificate power of attorney is an Assistant Secretary specially authorized by the chairm	hereby certify that the original power of attorney of which the foregoin
copy of any power of attorney issued by the company in connection with surely bonds, shall be valid and shrong specially same force and effect as though manually affixed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27 <sup>+</sup> do 2012.  Supplied to the said company, this 27 <sup>+</sup> do 2012.	vote of the board of directors of Liberty Mutual Insurance Company at a meeting	duly called and field on the 12th day of the say
English Sugar	copy of any power of attorney issued by the company in connection	Will Surety bonds, shall be valid and binding upon an army
Eugy h Drigger	IN TESTIMONY WHEREOF, I have hereunto subscribed my name and a	iffixed the corporate seal of the said company, this $\frac{27}{}^{\prime}$ day
		Gregory W. Davenport, Assistant Secretary

# STATE OF ALABAMA

SEDIMIT

ASSECTION TO UNLIMITED



13321 LICENSE NO.:

RENEWAL TYPE:

# COPV State Dirensing Noard for General Confractors THIS IS TO CERTIFY THAT

RACON INC

TUSCALOOSA, AL 35403

is hereby licensed a General Contractor in the State of Alabama and is authorized to

perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, EV: ENVIRONMENTAL, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until May 31, 2013

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of May, 2012

SECRETARY-TREASURER

# Unifirst Corp

# RENTAL UNIFORM BID SUBMISSION SHEET

	Rental Rate per Per Week	Total Cost for 36 Months
Public Works Department		
90 Sets of Cotton Uniforms	s 533 <sup>10</sup>	s 83, 257.2°
12 Sets of Coveralls	\$ 4.92	s 767.52
13 Floor Mats	\$ 31. <sup>20</sup>	\$ 4,876.20
2 Microfiber Mops	\$ <u>.40</u>	s 62.46
6 Dust Mops	\$ 6.60	s_1,029.
Courthouse Maintenance Department		
20 Sets of Cotton Uniforms	s 118.60	s 18,501.60
Subtotal		s 18,501.00 s 108,494.52
Cost of each Employee Name Patch	s35	
Total cost of 110 Employee Name Patches		s Wave on Install
Cost of each Employee Department Patch	s <u>/.35</u>	
Total cost of 110 Employee Department Patches		\$ Walk on Install
Cost of each Employee Position Patch	\$ .35	
Total Cost of 15 Employee Position Patches		s Wave on Install
Cost of Make Up Fee for each employee	s65	
Total Cost of Make Up Fee for 110 employees		s Waive on hotall
Cost of each Service Charge per week	\$ 2.00	
Total cost of 936 Service Charges		s 1,872. s 110,366.52
Total Bid		s 110, 366, 25

By: Jason Marchant
Company Name: Unified Corporation
Address: 907 3rd Are N
Bimingham, AC 35203
8
Phone: 205-252. 6161

File:X:\users\Mike\Bids 2011 - 2012\Uniform Rental Bid - 06-26-12

STATE OF ALABAMA ) TUSCALOOSA COUNTY )
BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  and Westchester Fire Insurance Company  uniFirst Corp  and Surety are hereby
held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinatter called the County, in the sum of Five Percent of Amount Bid Dollars  (\$
The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:
Rental Uniform Bid
NOW, THEREFORE,
(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the

Witness:	Principal:	
Johlen M James	UniFirst Corp	(Scal)
	By: Theld & July	
	Title: OSO	
	Surety:	
	Westchester Fire Insurance Company	(Seal
	By: Joanne Czlapinski Titte: Attorney-in-Fact	<u>-</u>

Surety must be qualified and duly authorized to make bonds in the state. All bonds and

Bidder may submit a cashier's check drawn on an Alabama bank to the order of the

Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu

Sureties are subject to review and approval by the County Attorney.

of a Corporate Surety, under the same terms.

ATTEST:

NOTE:

NOTE:

# Power of Attorney

### WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the

- m
- (2)
- (3)

Does hereby nominate, constitute and appoint Christopher R Kelly, Cindy Chasse, Joanne Czlapinski, John B O'Keefe, Victoria P Parkerson, all of the City of HARTFORD, Connecticut, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 19 day of January 2011.



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

OF PHILADELPHIA ss.
On this 19 day of January, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.





# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY) 07/08/2011

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).

_	The state of the s	· · · · · · · · · · · · · · · · · · ·		
PRODUCER		CONTACT NAME:		
Willis of Massachusetts, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-46	7-2378	
		E-MAIL ADDRESS: certificates@willis.com		
		INSURER(S)AFFORDING COVERAGE	NAIC#	
		INSURER A: National Union Fire Insurance Company of 19445-001		
INSURED		INSURER B: New Hampshire Insurance Company	23841-004	
UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887		INSURER C: The Insurance Company of the State of Pen	19429-001	
		INSURER D: Chartis Casualty Company, USA	40258-001	
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 16266954

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	TYPE OF INSURANCE	ADD'L	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS
LTR A	GENERAL LIABILITY	Y	Y	4360909	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000
-	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED \$ 1,000,000
	CLAIMS-MADE X OCCUR			I			MED EXP (Any one person) \$ 5,000
	OD MINO WAS ALL OF STATE OF ST						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	PRO PRO	[		•			\$
В	X POLICY JECT LOC AUTOMOBILE LIABILITY	Y	Y	AOS 3976593	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
В	X ANY AUTO	Y	Y	MA 3976594	10/1/2010	10/1/2011	BODILY INJURY(Per person) \$
В	ALL OWNED SCHEDULED	Y	Y	VA 3976811	10/1/2010	10/1/2011	BODILY INJURY(Per accident) \$
-	AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident) \$
	AUTOS						\$
	UMBRELLA LIAB OCCUR		_				EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE	1					AGGREGATE \$
}	DED RETENTION\$	1					\$
A	WORKERS COMPENSATION		Y	MA, ME, OH 1192338	10/1/2010	10/1/2011	X WC STATU- OTH- TORYLIMITS ER
c	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	1	Y	CA 026149566	10/1/2010	10/1/2011	E.L. EACH ACCIDENT \$ 1,000,000
В	OFFICER/MEMBER EXCLUDED?	N/A	Y	AOS 026149568	10/1/2010	10/1/2011	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
В	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MN, NY,WI 026149569	10/1/2010	10/1/2011	
B	Worker's Comp		Y	FL 026149570	10/1/2010	10/1/2011	\$1,000,000 EL each accident
Ĉ	WC-statutory limits		Y	OR 026149571	10/1/2010	10/1/2011	\$1,000,000 EL disease each employee
В	_		Y	TX 026149572	10/1/2010	10/1/2011	
D		<u> </u>	Y	AOS 026149567	10/1/2010	10/1/2011	

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

Division/Location: 107

Certificate Holder is an Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

CERTIFICATE HOLDER	CANCELLATION		
OEKII IOATE NO ESERV	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Unifirst Corporation Attn: Janet Norris 907 3rd Avenue North Birmingham, AL 35203	AUTHORIZED REPRESENTATIVE  ***********************************		

Coll:3414021 Tpl:1149657 Cert:16266954 © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:	296752
LOC#:	

<i>ACORD</i> °

# ADDITIONAL REMARKS SCHEDULE

Page\_2\_of\_2\_\_

AGENCY		NAMED INSURED	
Willis of Massachusetts, Inc. POLICY NUMBER		Unifirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887	
See First Page			
CARRIER	NAIC CODE		
See First Page		EFFECTIVE DATE: See First Page	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
It is understood and agreed that the Company Waives its right of Subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract and as permitted by law.
Additional Insured: Unifirst Corporation

G & K Services Jamme

# RENTAL UNIFORM BID SUBMISSION SHEET

	Rental Rate per Per Week	Total Cost for 36 Months
Public Works Department		
90 Sets of Cotton Uniforms 27 parts \$5.94	\$ 534.60	\$ 83,397.60
12 Sets of Coveralls .77 each	s <u>9.24</u>	<u>\$ 1,441.44</u>
13 Floor Mats 4x6 3.00 lach	\$ 39.00	s 6084
2 Microfiber Mops . 31 each	<u>s62_</u>	s 96.72
6 Dust Mops . 40 each	s 480	s 748.80
Courthouse Maintenance Department		
20 Sets of Cotton Uniforms \$ 5.94 per person	s 118.80	s 356.40
Subtotal		s 92,124,96
Cost of each Employee Name Patch	\$ <u>NC</u> _	
Total cost of 110 Employee Name Patches		\$NC
Cost of each Employee Department Patch	s NC	
Total cost of 110 Employee Department Patches		\$ <u>NC</u>
Cost of each Employee Position Patch	s <u>NC</u>	
Total Cost of 15 Employee Position Patches		s NC
Cost of Make Up Fee for each employee	S NC	
Total Cost of Make Up Fee for 110 employees	#30,00	s NC
Cost of each Service Charge per week ENVIRO	\$	144,680
Total cost of 936 Service Charges Delivery location	m	\$
Total Bid	<del></del>	s. 46,804.76

STATE OF ALABAMA ) TUSCALOOSA COUNTY )
BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, G & K Services
as i incipal,
and Liberty Mutual Insurance Company, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of 5% of the amount bid  Dollars
(\$5% of amount bid ) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.
The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:
Rental Uniform Bid
NOW, THEREFORE,
(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 5th day of July 2012, the
name and corporate representative, pursuant to authority of its governing body.

Witness:	Principal:	
Wickid Colenan	G & K Services	(Seal)
	By: lun Drahe	
	0-1, p-1, m	_/

Surety:

Liberty Mutual Insurance (Sampany

By: // Melle / Second

Title: Michele L. Grogan, Attorney-In-Fact

ATTEST:
Robin/Rutlin

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

### LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint WILLIAM L. MERSHON, MICHELE L. GROGAN, ANN HIGGINS, ROBIN RUTLIN, TIM BOBERG, ALL OF THE CITY OF MINNEAPOLIS, STATE OF MINNESOTA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its

THIRTY FIVE MILLION AND 00/100*********************************	
That this power is made and executed pursuant to and by authority of the following By-law and Authorization:	
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such	siness day.
By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:	y bu
Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	am and 4:30 pm EST on any business
That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.	S S
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of April 2011 .	:30 pm
LIBERTY MUTUAL INSURANCE COMPANY	nd4
COUNTY OF MONTGOMERY	. 6 6
On this 25th day of April , 2011 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.	betwee
IN TESTIMONY WHEREST, Thave negento subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.  COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Teresa Pastella, Notary Public  Plymouth Twp. Mortgomery County My Commission Expires March 28, 2013  Member, Fernsylvania Association of Notaries  By Lucial Latella  Teresa Pastella, Notary Public	1-610-832-8240 between 9:00
CERTIFICATE O'ARY PUBLIC	٠,
I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.	
This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.	
VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.	
IN TESTIMONY WHEREOF, have hereunto subscribed my name and affixed the corporate seal of the said company, this day of	

David M. Carey, Assignant Secretary

# **ACKNOWLEDGMENT BY SURETY** STATE OF Minnesota County of Hennepin On this known to, me to be the Attorney-in-Fact of appeared Michele L. Grogan Liberty Mutual Insurance Company , the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written. County of Hennepin TERRY A BLODGET Notary Public Minnesota

RENTAL UNIFORM BID SU	JBMISSION SHEET	CINTAS
	Rental Rate per Per Week	Total Cost for 36 Months
Public Works Department	·	JO IVIOREIS
90 Sets of Cotton Uniforms	\$ 5.68	\$ 79,747.20
12 Sets of Coveralls	\$ <u>.50</u>	\$6.00_
13 Floor Mats	\$ 4.00	\$ 52.00
2 Microfiber Mops	\$ 1.50	\$ 3.00
6 Dust Mops	\$ .80	<u>\$ 4.80</u>
Courthouse Maintenance Department		
20 Sets of Cotton Uniforms	\$ 5.68	s 17,721.60
Subtotal		s <u>97,534.</u> 60
Cost of each Employee Name Patch	\$ .75	
Total cost of 110 Employee Name Patches		\$ 82.50
Cost of each Employee Department Patch	<u> </u>	
Total cost of 110 Employee Department Patches		\$ [10.00
Cost of each Employee Position Patch	\$ .75	
Total Cost of 15 Employee Position Patches		<b>s</b> 11.25
Cost of Make Up Fee for each employee	<u>\$50</u>	
Total Cost of Make Up Fee for 110 employees		s 55.00
Cost of each Service Charge per week	<u>\$</u>	
Total cost of 936 Service Charges		s 2808.00 s 100,601.35
Total Bid		s 100,601.35

. \* 

Ву:	Donny	Wh	eder		
Company N	Name:	Cint	us		
Address:	34	37	Kauloosa	Ave	
Tuo	caloosa	, AL	35401		•
Phone:	205	34:	5 - 1694	20	5 394-1413

STATE OF ALABAMA ) TUSCALOOSA COUNTY )
BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  Cintas Corporation  and Liberty Mutual Insurance Company  held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Five percent of amount bid  [Solution of Street of
The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:
Rental Uniform Bid
NOW, THEREFORE,
(a) If said Bid shall be rejected, or in the alternate,  (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the <u>2nd</u> day of <u>July</u> , 20 12 , the name and corporate representative, pursuant to authority of its governing body.

Witness:	
Next	
7/00/192	~
<i>V</i>	

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Р	rin	cin	าลไ:
•	4 444	CAP	

Cintas Corporation	(Seal)
By:	
0	

Surety:	,
---------	---

Title:

Liberty Mutual Insurance Company (Seal)

By: Sandra M Martinez

Title: Attorney-in-Fact

Mulisa Fort

Melissa Fortier

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.  This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein.	5351783 rein stated.
c	ertificate No

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company Peerless Insurance Company

### **POWER OF ATTORNEY**

	KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, SANDRA M. MARTINEZ, GEOFFREY E. HEEKIN, ROBERT E. DUNCAN, LINDA M. NAPOLILLO, KAREN L. DANIEL, SUSAN A. WELSH, JOELLEN M. MENDOZA, DEBRA J. DOYLE, DIANE M. O'LEARY, DOUGLAS M. SCHMUDE, JAMES B. MCTAGGART, JENNIFER L. JAKAITIS, JESSICA B. YATES, JUDITH A. LUCKY-EFTIMOV, SANDRA M. NOWAK, GREGORY K. KESSLER, MELISSA L. FORTIER,	
	all of the city of <u>CHICAGO</u> , state of <u>ILLINOIS</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
urrency rate, interest rate of residual value guarantees.	On this	confirm the validity of this Power of Attorney call 10-832-8240 between 9:00 am and 4:30 pm EST on any business day.
ਤ _	respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	To co 1-610
	Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such L attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	
	Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.	
	I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.  IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this  ORPORATE OF THE ORPORATE OF TH	
	POA -AFCC, LMIC, OCIC, PIC & WAIC LMS_12873_041012  By: Afant J. Cognonary SEAL  SEAL  David M. Carey, Assistant Secretary	

### ACKNOWLEDGEMENT BY SURETY

# STATE OF ILLINOIS COUNTY OF COOK

On this 2<sup>nd</sup> day of July, <u>2012</u>, before me, Derek Elston, a Notary Public, within and for said County and State, personally appeared <u>Sandra M. Martinez</u> to me personally known to be the Attorney-in-Fact of and for <u>Liberty Mutual Insurance Company</u> and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
DEREK ELSTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09-08-2014

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IMPORTANT: If the terms and co- certificate holder
PRODUCER Aon Risk Service c/o Client Servi 1000 Milwaukee A Glenview IL 6002

CORD

CERTIFICATE OF LIABILITY INSURANCE

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.

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

RODUCER	CONTACT NAME:					
on Risk Services Northeast, Inc. :/o Client Service Center	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5	390				
.000 Milwaukee Avenue Glenview IL 60025 USA	E-MAIL ADDRESS;					
	INSURER(S) AFFORDING COVERAGE					
NSURED	INSURER A: Travelers Indemnity Co Of Ct	25682				
Cintas Corporation and its Subsidiaries 5800 Cintas Blvd.	INSURER B: Westchester Fire Insurance Company	10030				
P.O. Box 625737	INSURERC: Travelers Property Cas Co of America	25674				
Cincinnati OH 45262 USA	INSURER D:					
	INSURER E:					
	INSURER F:					
<del> </del>						

COVERAGES

CERTIFICATE NUMBER: 570045405425

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.

Limits shown are as requested. COVERAGES Limits shown are as requested

INSR LTR	SR TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HC2EGLSA472M4731TCT11	07/01/2011	07/01/2012	EACH OCCURRENCE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
	X Contractual Liability						PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$1,000,000
	POLICY PRO- X LOC							
A	AUTOMOBILE LIABILITY			HC2E-CAP-472M4651-TCT-11	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED					ľ	BODILY INJURY (Per accident)	
	AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	X Comp/Coil \$0 Ded.		·	·				
В	X UMBRELLA LIAB X OCCUR				07/01/2011		EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy ter	ns & condii	ions	AGGREGATE	\$5,000,000
	DED X RETENTION							
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HC2JUB472M470611	07/01/2011	07/01/2012	X WC STATU- OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE			WC-AOS			E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		N/A				E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
	·							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is require Evidence of Coverage

### 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.

Cintas Corporation and its Subsidiaries 6800 Cintas Blvd. PO Box 625737 Cincinnati OH 45262 USA

AUTHORIZED REPRESENTATIVE

Aon Prisk Services Northeast, Inc.

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

June 27, 2012

Cintas Aramark UniFirst G&K Services McCain Uniforms

Gentlemen:

Mo Bed " McCain"

Tuscaloosa County will accept bids for the supply of rental uniforms for the Public Works Department and the Courthouse Maintenance Department until 9:00 a.m., Wednesday, July 11, 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 G78, Tuscaloosa, AL 35401, or brought to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, July 11, 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,

W.M. Lamb

Chief Financial Officer

WML: lmw

Enclosures

Copy: Bobby Hagler

File

DEGEOVED JUN 28 2012

#### **RESOLUTION**

# RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE A SUPPLEMENT FUNDING AGREEMENT FOR THE TUSCALOOSA METRO ANIMAL SHELTER

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County jointly own the Tuscaloosa Metro Animal Shelter at 3134 35<sup>th</sup> Street, Tuscaloosa, Alabama, pursuant to Ala. Code §11-47-10 and §3-7A-1.

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County entered into an agreement to operate the Tuscaloosa Metro Animal Shelter on the 15<sup>th</sup> day of October, 1999. This agreement provides that fixed costs which are defined as repair or replacement of fixtures; insurance of building and fixtures, replacement and repair of equipment owned by the governing bodies, improvements to the building and grounds, and any maintenance costs for which the governing bodies are responsible shall be divided among the governing bodies based on percentage use of the shelter which is determined each year the service contract to operate the shelter is awarded. Presently, from the 2008 contract award the percentages are City of Tuscaloosa 40%, City of Northport 10%, and Tuscaloosa County 50%; and,

WHEREAS, the Tuscaloosa Metro Animal Shelter Operating Agreement created the Metro Animal Shelter Advisory Committee that authorizes the Committee to bind the governing bodies to purchases, improvements, or repairs not exceeding \$12,000 per year unless approved by the governing bodies. In addition, the agreement sets out that the City of Tuscaloosa shall act as the purchasing agent and/or contracting party on behalf of the advisory committee; and,

WHEREAS, the shelter completed in 1999 is in need of refurbishing in an amount that shall exceed the statutory authority of the Advisory Committee of \$12,000 per year;

THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the Chairman is authorized to execute a Supplement Funding Agreement to refurbish the Tuscaloosa Metro Animal Shelter with the City of Tuscaloosa, the City of Northport and Tuscaloosa County not to exceed \$220,000.00 for work to be completed by March 1, 2013.

W Hardy McCollum, Chairman Tuscaloosa County Commission

ATTEST:

Melvin Vines, County Administrator

APPROVED AS TO FORM

Office of the City Attorney

Prepared By:	JPW	III	
Requested: <u>Pr</u>	ojects Co	$\mathbf{mte}$	
Presentation o			
Suspension of	Rules:	No	

#### RESOLUTION

#### RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENT FUNDING AGREEMENT FOR THE TUSCALOOSA METRO ANIMAL SHELTER (A12-0620)

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County jointly own the Tuscaloosa Metro Animal Shelter at 3134 35<sup>th</sup> Street, Tuscaloosa, Alabama, pursuant to Ala. Code §11-47-10 and §3-7A-1.

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County entered into an agreement to operate the Tuscaloosa Metro Animal Shelter on the 15<sup>th</sup> day of October, 1999. This agreement provides that fixed costs which are defined as repair or replacement of fixtures; insurance of building and fixtures, replacement and repair of equipment owned by the governing bodies, improvements to the building and grounds, and any maintenance costs for which the governing bodies are responsible shall be divided among the governing bodies based on percentage use of the shelter which is determined each year the service contract to operate the shelter is awarded. Presently, from the 2008 contract award the percentages are City of Tuscaloosa 40%, City of Northport 10%, and Tuscaloosa County 50%; and,

WHEREAS, the Tuscaloosa Metro Animal Shelter Operating Agreement created the Metro Animal Shelter Advisory Committee that authorizes the Committee to bind the governing bodies to purchases, improvements, or repairs not exceeding \$12,000 per year unless approved by the governing bodies. In addition, the agreement sets out that the City of Tuscaloosa shall act as the purchasing agent and/or contracting party on behalf of the advisory committee; and,

WHEREAS, the shelter completed in 1999 is in need of refurbishing in an amount that shall exceed the statutory authority of the Advisory Committee of \$12,000 per year;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor is authorized to execute a Supplement Funding Agreement to refurbish the Tuscaloosa Metro Animal Shelter with the City of Tuscaloosa, the City of Northport and Tuscaloosa County not to exceed \$220,000.00 for work to be completed by March 1, 2013.

FUNDING REQUIRED: Yes No  General Rud RFFT  B = 100,000  (400 1220 000 13 *88,000)  By: White Finance Parector	COUNCIL ACTION  Resolution

.

STATE OF ALABAMA	
COUNTY OF TUSCALOOSA	;

# TUSCALOOSA METRO ANIMAL SHELTER SUPPLEMENTAL FUNDING AGREEMENT

(A12-0620)

**WHEREAS,** the City of Tuscaloosa, the City of Northport and Tuscaloosa County jointly own the Tuscaloosa Metro Animal Shelter at 3134 35<sup>th</sup> Street, Tuscaloosa, Alabama, pursuant to Ala. Code §11-47-10 and §3-7A-1.

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County entered into an agreement to operate the Tuscaloosa Metro Animal Shelter on the 15<sup>th</sup> day of October, 1999. This agreement provides that fixed costs which are defined as repair or replacement of fixtures; insurance of building and fixtures, replacement and repair of equipment owned by the governing bodies, improvements to the building and grounds, and any maintenance costs for which the governing bodies are responsible shall be divided among the governing bodies based on percentage use of the shelter which is determined each year the service contract to operate the shelter is awarded. Presently, from the 2008 contract award the percentages are City of Tuscaloosa 40%, City of Northport 10%, and Tuscaloosa County 50%; and,

WHEREAS, the Tuscaloosa Metro Animal Shelter Operating Agreement created the Metro Animal Shelter Advisory Committee that authorizes the Committee to bind the governing bodies to purchases, improvements, or repairs not exceeding \$12,000 per year unless approved by the governing bodies. In addition, the agreement sets out that the City of Tuscaloosa shall act as the purchasing agent and/or contracting party on behalf of the advisory committee; and,

WHEREAS, the shelter completed in 1999 is in need of refurbishing in an amount that shall exceed the statutory authority of the Advisory Committee of \$12,000 per year;

**THEREFORE**, the City of Tuscaloosa, the City of Northport and Tuscaloosa County desire to enter into a supplemental funding agreement to refurbish the Tuscaloosa Metro Animal Shelter and authorizes the the Metro Animal Shelter Advisory Committee to bind the governing bodies for repairs and improvements to the shelter not to exceed \$220,000 for work to be completed by March 1, 2013.

#### W-I-T-N-E-S-S-E-T-H:

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of June, 2012 by and between the City of Tuscaloosa, Alabama, a Municipal Corporation, hereinafter sometimes referred to as the "City" and the City of Northport, Alabama, a Municipal Corporation, hereinafter sometimes referred to as "Northport" and Tuscaloosa

County, hereinafter sometimes referred to as the "County" collectively the parties for and in consideration of the sums and obligations stated herein and mutual benefits moving each to the other as follows:

- 1. **PURPOSE:** The purpose of this agreement is to provide authority to the Tuscaloosa Metro Animal Shelter Advisory Committee to bind the parties to purchases, improvements or repairs to the Tuscaloosa Metro Animal Shelter not to exceed Two Hundred Twenty Thousand and No/100 Dollars (\$220,0000) with said repairs to be completed by March 1, 2013.
- 2. **FIXED COSTS:** That the repairs to the shelter shall be considered as fixed costs and be allocated as provided in the Tuscaloosa Metro Animal Shelter Operating agreement as follows: City of Tuscaloosa 40%, City of Northport 10% and Tuscaloosa County 50%.
- 3. **CONSTRUCTION MANAGER:** The Tuscaloosa Metro Animal Shelter Advisory Committee is authorized to select a Construction Manager to develop the Scope of Work, bid packages and bid individual jobs for refurbishing of the shelter. The City of Tuscaloosa will act as the purchasing agent and contracting party on behalf of the Advisory Committee.
- 4. **PAYMENT OF INVOICES:** The City of Tuscaloosa shall pay all invoices for the fixed costs pursuant to this agreement and as they come due, Northport and the County will each reimburse the City their respective pro rata shares as set forth above within fifteen (15) days of written invoice from the City.
- 5. **SUPPLEMENTAL AGREEMENT:** This funding agreement is intended as a supplemental agreement to the Tuscaloosa Metro Animal Shelter Operating Agreement and the operating agreement remains in full force and effect to the extent that it does not conflict with this supplemental funding agreement.

#### 6. MISCELLANEOUS:

<u>Capacity</u>: Each party to this agreement represents and warrants to the other as follows:

- 1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- 2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- 3. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- 4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- 5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- 6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- 7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
- 8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- 9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- 10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
  - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
  - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

- 11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- 12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

<u>Waiver</u>: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

<u>Final Integration</u>: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

<u>Force Majeure</u>: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**<u>Binding Effect</u>**: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

<u>Captions</u>: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

<u>Construction</u>: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

<u>Governing Laws</u>: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

<u>Liability of the City</u>, <u>County or Northport Officials</u>. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City of Tuscaloosa or City of Northport or Tuscaloosa County, their officials or employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City or County or Northport shall ever be personally liable for the performance of any obligations hereunder.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

<u>Use of Words and Phrases</u>. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

**Severability.** Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

	IN WITNESS WHEREOF, the patriplicate on this the day of	rties hereto each herewith subscribe the same in, 20
		CITY OF TUSCALOOSA, a Municipal Corporation
	Attest:	BY: Walter Maddox, Mayor
45	City Clerk	Tourier magasa, mayor
<i>T</i> '		CITY OF NORTHPORT, a Municipal Corporation
	Attest:	BY: 7
	- dee	Bobby Herndon, Mayor
<b>e</b> .	City Clerk	
	•	TUSCALOOSA COUNTY, A POLITICAL SUBDIVISION IN THE STATE OF ALABAMA
	Attest:	BY: Mhuly Mall
	Jn. R. Vines	W. ⊮ardy McCo∦um, Chairman Tuscaloosa County Commission –
	STATE OF ALABAMA ) TUSCALOOSA COUNTY )	
	certify that Walter Maddox, whose name a foregoing instrument and who is known to	ary Public in and for said State and County, hereby as Mayor of the City of Tuscaloosa, is signed to the me, acknowledged before me on this day that, being strument, he, as such officer and with full authority, a same bears date.
	Given under my hand and official sea	al this the 215+ day of June, 2012.
		Victue Gilliand Notary Public.
	My Commission Expires: 3101	15

STATE OF ALABAMA	)
TUSCALOOSA COUNTY	)

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

Given under my hand and official seal this the And day of Autor 2012

My Commission Expires:

My Commission Expires:

6/22/2015

STATE OF ALABAMA

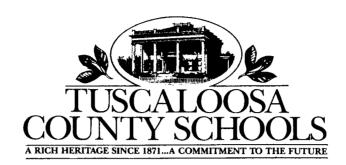
)

## STATE OF ALABAMA ) TUSCALOOSA COUNTY )

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

Notary Public.
MY COMMISSION EXPIRES 03-10-2013

My Commission Expires:



#### OFFICE OF THE SUPERINTENDENT

June 5, 2012

Commissioner Bobby Miller Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, AL 35401

Re: Additional Parking - Duncanville Middle School

**Dear Commissioner Miller:** 

For your information and consideration, I have attached a letter from Mrs. Kaye Ridgway, Principal at Duncanville Middle School, requesting assistance from the Tuscaloosa County Commission with laying gravel on the road and parking lot of the girl's softball field at the above named school.

We greatly appreciate your consideration of this project. Thank you for all you do for the students in the Tuscaloosa County School System.

Sincerely,

Dan B. Butler

Interim Superintendent of Education

**Attachment** 

Cc: Commission Chair and Judge of Probate W. Hardy McCollum

Commissioner Gary Youngblood Commissioner Reginald Murray

**Commissioner Don Wallace** 

Kaye Ridgway Principal



Darrell Williams Assistant Principal

### **Duncanville Middle School**

11205 Eagle Parkway
Duncanville, Alabama 35456
205-342-2830

June 4, 2012

Mr. Tracy Criss
Engineering Coordinator, District 2 and 3
Tuscaloosa County Road Department
2810 35<sup>th</sup> Street
Tuscaloosa, AL 35401

Dear Mr. Criss,

Duncanville Middle School is in need of some gravel on the road and parking lot of our girl's softball field. When I spoke with Commissioner Miller in the spring, he indicated that this could be done, as well as having a couple of signs put up regarding parking in that area.

Thank you so much for your assistance with this situation.

Sincerely,

Kaye Ridgway

Principal

cc: Tina West, Secretary to the Superintendent David Sellers, Director of Maintenance



# MITCHELL WATER SYSTEM, INC.

### **Indian Creek Road Water Main Relocation**

Preliminary Cost Estimate
July 5, 2012

	Estimated		July 3, 2012			
Item No.	Quantity	Unit	Description	Unit Price		Total
1	2,200	l.f.	6" PVC Cl. 200 Water Main	8.85	\$	19,470
2	300	1.f.	3" PVC Cl. 200 Water Main	5.35		1,605
3	200	1.f.	3/4" Type K Copper Service Tubing for Domestic Services	10.50		2,100
4	2	each	6" Gate Valve and Valve Box	625.00		1,250
5	2	each	3" Gate Valve and Valve Box	450.00		900
6	7	each	Domestic Service (no meter)	350.00	<u> </u>	2,450
7	7	each	Customer Reconnection	500.00		3,500
8	2	each	Fire Hydrant Assembly	3,200.00		6,400
9	1	each	Flush Assembly	500.00		500
10	2	each	Main Connection	500.00		1,000
11	3	each	Adjust Existing Fire Hydrant	1,800.00		5,400
12	1,200	l.f.	Silt Fence	4.00		4,800
13	50	each	Hay Bales	6.00		300
14	200	1.f.	Straw Waddles (12")	4.00		800
15	1	l.s.	Traffic Control	500.00		500
16	1	l.s.	Testing and Disinfecting	500.00		500
17	1	1.s.	Temporary Erosion Control and Permanent Grassing	750.00		750
Sub-Total					\$	52,225
10% Contingency				5,275		
TOTAL C	ONSTRUCTI	ION CO	ST		\$	57,500
Preliminar	y Engineering	(Include	es Cost Estimates and Coordination From February 2011 through Jul	y 2012)		7,100
Engineerin	g Design					6,900
Resident Observation and Record Drawings				5,400		
Easement Surveys, Plats and Descriptions				4,200		
Stormwater Permitting and Inspections				N/R		
ADEM Water Supply and County ROW Permitting				N/R		
Easement Land Cost				1,500		
Construction Contract Management				800		
Legal Services					400	
TOTAL ESTIMATED PROJECT COST				\$	83,800	



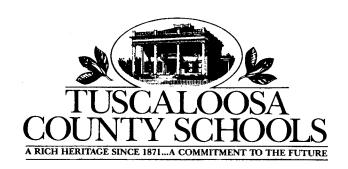
### ENGLEWOOD-HULLS WATER SYSTEM, INC.

### **Nevins Road Water Main Relocation**

**Preliminary Cost Estimate** 

July 5, 2012

	Estimated		July 3, 2012		
Item No.	Quantity	Unit	Description	Unit Price	Total
1	2,600	1.f.	3" PVC Cl. 200 Water Main	5.35	13,910
2	360	l.f.	3/4" Type K Copper Service Tubing for Domestic Services	10.50	3,780
3	9	each	Domestic Service (no meter)	350.00	3,150
4	9	each	Customer Reconnection	500.00	4,500
5	1	each	Temporary Main Capping	500.00	500
6	3	each	3" Gate Valve and Valve Box	450.00	1,350
7	2	each	Flush Assembly	500.00	1,000
8	1	each	Main Connection	500.00	500
9	400	l.f.	Silt Fence	4.00	1,600
10	20	each	Hay Bales	6.00	120
11	100	1.f.	Straw Waddles (12")	4.00	400
12	1	l.s.	Traffic Control	500.00	500
13	1	l.s.	Testing and Disinfecting	500.00	500
14	1	l.s.	Temporary Erosion Control and Permanent Grassing	1,200.00	1,200
Sub-Total					\$ 33,010
10% Conti	ngency				3,290
TOTAL CONSTRUCTION COST			\$ 36,300		
Preliminar	y Engineering	ţ.			1,200
Engineerin	g Design				4,200
Resident O	bservation an	d Recor	d Drawings_		3,800
Easement Surveys, Plats and Descriptions			N/R		
Stormwater Permitting and Inspections			N/R		
ADEM Water Supply and County ROW Permitting			N/R		
Easement Land Cost			N/R		
Construction Contract Management			600		
Legal Services			N/R		
TOTAL ESTIMATED PROJECT COST			\$ 46,100		



#### OFFICE OF THE SUPERINTENDENT

July 6, 2012

Commissioner Don Wallace Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, AL 35401

Re: Repaving and Striping of Parking Lots -Walker Elementary

**Dear Commissioner Wallace:** 

For your information and consideration, I have attached a letter from Mrs. Patricia Johnson, Principal at Walker Elementary School, requesting assistance from the Tuscaloosa County Commission with repaving of parking lots in front of the school and across the street from the school. In addition, markings for parking spaces, car lines, handicap spaces and fire lanes are requested from the above named school.

We greatly appreciate your consideration of this project. Thank you for all you do for the students in the Tuscaloosa County School System.

Sincerely,

Dan B. Butler

Interim Superintendent of Education

Attachment

Cc: Commission Chair and Judge of Probate W. Hardy McCollum Commissioner Bobby Miller Commissioner Reginald Murray Commissioner Gary Youngblood





July 2, 2012

Mr. Dan Butler Interim Superintendent of Tuscaloosa County Schools 23214 9<sup>th</sup> Street Tuscaloosa, Alabama 35403

Dear Mr. Butler,

Walker Elementary would like to request that the parking lots in front of the school and across the road from the school be paved. In addition, markings for parking spaces, car lines, handicap spaces and fire lanes are requested.

Thank you for your consideration,

Patricia Johnson

Principal

Walker Elementary

STATE OF ALABAMA

§

TUSCALOOSA COUNTY

§

#### RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION REQUESTING A TRAFFIC STUDY BY THE ALABAMA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the Tuscaloosa County Commission recognizes the recent growth in the southern part of Tuscaloosa County; and

WHEREAS, current traffic patterns created by four public county schools, a future county school, Shelton State Community College, multiple residential communities and commercial property development and out of county commuters has increased congestion and accidents in the area; and

WHEREAS, such recent and projected growth is along State Route 69 south of Interstate 20/59 to the Hale County line and areas west of US 82 and east of Interstate 20/59.

**NOW, THEREFORE, BE IT RESOLVED** that the Tuscaloosa County Commission requests the Alabama Department of Transportation perform a traffic study within the area as referenced and apportions the sum of \$200,000.00 for performance to the standard as enumerated herein:

A study including but not limited to:

- 1) Current and projected traffic patterns along State Route 69 south of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes;
- 2) Safety and Access Management practices;
- 3) Trip generation/destination studies;
- 4) Projected residential and commercial property growth.

Done this the 11<sup>th</sup> day of July, 2012.

V. Hardy McCollum, Chairman

Tuscaloosa County Commission

Melvin Vines

County Administrator