

TUSCALOOSA COUNTY COMMISSION
MEETING

December 2, 2009

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for the following projects:

Brookwood Parkway Extension Project (\$6,500.00)
Old Jasper Road Bridge Replacement Project (\$8,000.00)
Patriot Parkway Extension Project (\$1,500.00)

Exhibit 12-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment to McGiffert and Associates, LLC, for engineering and inspection services for waterline relocation on the Lake Darlene Road Construction Project in the amount of \$15,622.50.

Exhibit 12-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously, on the recommendation of the Engineering Department, to extend the metal pipe bid from December 31, 2009 to September 30, 2010. The current supplier, Contech Construction Products, Inc., agreed to extend the bid deadline based on the current steel prices.

Exhibit 12-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for a flatbed trailer to the low bidder meeting specifications. The bidding firms were as follows:

Great Dane Trailers (\$22,500.00)
Truck Trailers of Alabama (\$22,528.00)
Utility Trailer Sales (\$22,102.00)
Warrior Tractor & Equipment Company (\$25,831.00)

Exhibit 12-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to close the Public Works Department for holiday outage at the end of the work day on December 18, 2009, and resume operations on January 4, 2010.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize a service contract between Tuscaloosa County and Tuscaloosa Character Council.

Exhibit 12-5, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the renewal of a contract agreement for management of the Juvenile Detention Center for a term of one year, under the same terms and conditions, with provisions for extensions of three additional one-year periods.

Exhibit 12-6, Page

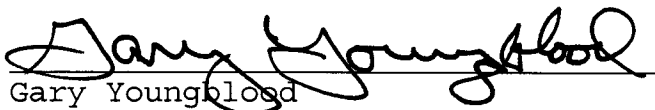
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 16, 2009.



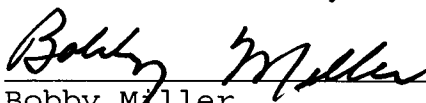
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



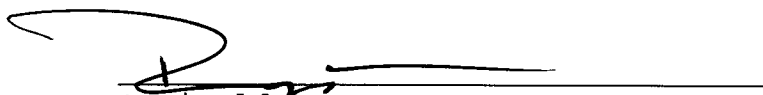
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

October 31, 2009

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

Attn: Allan Springer

Re: Brookwood Parkway Extension
Project
Invoice #16
BKI Job No. 3210-01

For professional services rendered on the referenced project through the month of October 2009.

PAYMENT REQUEST NO. 16

MAX FEE \$ 1,403,177.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
Brookwood Parkway Design Phase:				
Survey Services	\$ 99,026.00	100%	\$ 99,022.10	\$ -
Geotechnical Services	\$ 171,600.00	100%	\$ 171,600.00	\$ -
Location Study	\$ 20,000.00	100%	\$ 20,000.00	\$ -
Design Services	\$ 256,805.00	100%	\$ 256,753.45	\$ -
Resident Inspection & Testing Services	\$ 280,000.00	2%	\$ 6,500.00	\$ 6,500.00
Construction Survey Services	\$ 43,450.00	0%	\$ -	\$ -
Access Road Design Phase:				
Survey Services	\$ 61,056.00	40%	\$ 24,422.20	\$ -
Geotechnical Services	\$ 124,300.00	0%	\$ -	\$ -
Design Services	\$ 148,000.00	30%	\$ 44,400.00	\$ -
Resident Inspection and Testing Services	\$ 185,440.00	0%	\$ -	\$ -
Construction Survey Services	\$ 13,500.00	0%	\$ -	\$ -
1500 Ft Extention:				
Design Services	\$ 30,000.00	100%	\$ 30,000.00	\$ -
Survey Services	\$ 10,450.00	96%	\$ 10,067.75	\$ -
Geotechnical Services	\$ 9,350.00	100%	\$ 9,350.00	\$ -
Construction Inspection	\$ 28,328.00	0%	\$ -	\$ -

TOTALS: \$ 672,115.50 \$ 6,500.00

LESS PREVIOUSLY INVOICED: (665,615.50)

AMOUNT DUE THIS INVOICE: \$ 6,500.00

BKI Invoice: 47184
JC

received
11-23-09

BURK - KLEINPETER, INC.

Engineers - Architects - Planners - Environmental Scientists
600 Lurleen Wallace Blvd. Ste. 180 - Tuscaloosa, AL 35401-1734 - (205) 759-3221

Progress Report

BKI Job No. 3210-10

Project Number:

Job Title: Brookwood Parkway Extension

This project is being finalized for bidding.

The following items have been achieved or are currently being completed:

1. The Corps of Engineers permit has been resubmitted and approved.
 2. Right of way has been acquired.
 3. Energen has been notified and is reviewing construction documents.
 4. BKI is providing information, as requested, to Energen.
 5. BKI is flagging Energen crossings and preparing for field visit with Energen representatives.
 6. BKI is preparing the NPDES permit application so that contractor may submit when necessary.
 7. Construction plans and specifications are being reproduced.
 8. Advertisement for bids can begin in November.
-

Written By: Bruce Higginbotham

Date: November 1, 2009

Copies to: Allan Springer

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

October 31, 2009

Mr. Bobby Hagler
Tuscaloosa County Engineering Office
2810 35th Street
Tuscaloosa, Alabama 35401

Re: Patriot Parkway Extension
Invoice #20
BKI Job No. 3196

For professional services rendered on the referenced project through the month of October 2009.

PAYMENT REQUEST NO. 20

MAX FEE \$ 206,500.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	63,624.00	-
TOTALS:			\$206,104.00	\$ -
ADDITIONAL SERVICES:	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN:				
DESIGN	\$ 69,500.00	100%	\$69,246.00	\$ -
SURVEY	\$ 40,315.00	35%	\$ 14,282.20	\$ 1,500.00
GEOTECHNICAL	\$ 42,350.00	100%	\$ 42,350.00	\$ -
CONSTRUCTION ENGINEERING & INSPECTION:				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
		TOTAL	\$125,878.20	\$ 1,500.00
		TOTALS:	\$331,982.20	
		LESS PREVIOUSLY INVOICED:	(330,482.20)	
		AMOUNT DUE THIS INVOICE:	\$ 1,500.00	

BKI Invoice: 47183
jc

received
11-17-09



NUMBER	DATE	PROJECT NUMBER	APPROVED
1	11/17/09	093105	<i>DAK</i>
			<i>WJZ</i>

Work Completed Thru 11/8/09

REMIT PAYMENT TO:
McGiffert AND ASSOCIATES LLC
P.O. BOX 20559
TUSCALOOSA, AL 35402-0559

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401

Re: Lakes Darlene Road Water Relocation
(Coker Water Authority)

Description	Hours	Rate	Amount
Senior Project Manager	2.50	\$ 130.00	\$ 325.00
Project Manager/Professional Engineer	14.50	\$ 115.00	\$ 1,667.50
Construction Technician	148.75	\$ 88.00	\$ 13,090.00
Computer/CADD Technician	7.50	\$ 72.00	\$ 540.00
Total Amount Due			\$ 15,622.50

File: Bills/November 09

received
11-18-09

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, AL 35401
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

October 31, 2009

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

RE: Old Jasper Road Bridge
Invoice #4
BKI Job No. 3338

For professional services rendered on the referenced project through the month of October 2009.

PAYMENT REQUEST NO. 4

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,200.00	64%	\$ 29,500.00	\$ 8,000.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 20,750.00	0%	\$ -	\$ -
			\$ 37,200.00	\$ 8,000.00

PREVIOUSLY INVOICED: \$ (29,200.00)
AMOUNT DUE: \$ 8,000.00

BKI INVOICE: 47197
JC

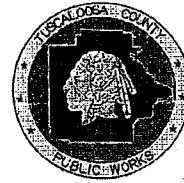
received
11-17-09



Bobby C. Hagler
County Engineer

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600



Allan D. Springer, Sr.
Assistant County Engineer

November 30, 2009

Contech Construction Products, Inc.
402 Office Park Drive
Suite 206
Birmingham, AL 35223

Attention: Mr. Bart Hartsfield

RE: Metal Pipe Bid
FY 2009-10

Dear Mr. Hartsfield,-

Tuscaloosa County wishes to extend the current bid for metal pipe (non-coated and full coated) from the period December 31, 2009 through September 30, 2010.

Enclosed you will find a bid extension form. If you are in agreement with the bid extension please acknowledge on the attached form and return to our office.

If you have any questions or need additional information please contact our office.

Sincerely,

Bobby Hagler ADS

Bobby Hagler
County Engineer

BH/ads

Enclosure

Bid Extension Form

Contech Construction Products, Inc. agrees to extend the current bid for metal pipe (non-coated and full coated) to Tuscaloosa County for the period December 31, 2009 thru September 30, 2010.

Acknowledged: YES NO

Signed: Burt Hoff
Authorized Representative

Date: 11/30/09

Bid for Flatbed Trailer

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof to accommodate the best interest of the County

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. I/We can make delivery within 15 day(s) if awarded the bid.

If you cannot furnish the item listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 16 day of November 2009.

Sandra R. Allen
Notary Public

FIRM Great Dane Trailers, Birmingham
Name

BY Henry P. Zaritsky
Signature Acceptable in Ink only

MAILING ADDRESS 1208 Bankhead Hwy, West

CITY & STATE Birmingham, AL 35204

PHONE NO 205-324-3491

TERMS net 30 days

DATE 11/16/09

BID PRICE: \$ 22,500.00

Great Dane Trailers

A Division of Great Dane Limited Partnership



Plant: 48000 Order# : 10480037 Line# : 0100 Booking# : 47687 Booking Rev# : 2

Dealer: GREAT DANE TRAILERS (HUNTSVILLE PLANT)

Date: 03/16/2009

Dealer # : 48000

Contact: Dennis Jones

Dealer P.O :

Customer: GREAT DANE TRAILERS
470 HUNTSVILLE INDUSTRIAL DRIVE
HUNTSVILLE, TN 37756

Customer # : 48000

Customer P.O : ?

Code: 110308

LOM: N/A

Quantity: 32

Revision: 1

Production Schedule

QTY	WEEK	EST. COMPLETION
		06/22/2009

Unit Numbers

? - ?

VIN:

AH712377-
AH712388,AH712427-
AH712446

Sales Lock Date: 11/17/2008

Customer Furnished Date: 10/19/2009

Rev Item Description

Product Data

F0900905 - Combo Platform GPL
GPL-0024-00048

Serial Plate

Serial Plate - U.S.Certification Plate

Geometric Dimensions

Overall Length - 48'0" For WSAR 121 Axle Centers
Undercarriage Design - Tandem Axle, Fixed Air-Ride Suspension, 121" Axle Centers
Mainbeam Flanges - 0.38" x 5.00" Top; 0.38 x 5.00" Bottom
Overall Width - 102.00"
Upper Coupler Height - 48"
King Pin Location - 30" from Nose
Miscellaneous Text - None
Landing Gear Location - 112.0" from Kingpin

Front

Front Corner - 5" Diagonal
Hose couplers (gladhands) - Haldex Control and Haldex Supply
Standard Document Holder - Tite Seal #158 Located at Landing Gear Crossmember Roadside
Additional Manifest Box - None
Stake Pockets Front - Five
Stake Pockets Material and Size Front - 0.25 Steel, 7.00" Deep with 4" x 3.88" ID Opening
Miscellaneous Text - None

Front Bulkhead

Trailer on ground
at Birmingham location.

HPZ

Bulkhead Type - None
Side Kit Modification - None
Tarp Tie Bar - None
Chain Rack - None
Miscellaneous Text - None

Tarp Restraint Front

Tarp Restraint (Rope Hook) Location, Front - None
Miscellaneous Text - None

Siderail Specifications

Side Rail Type - Extruded Aluminum
Side Stake Pockets - Outside
Stake Pockets Material and Size Side - Aluminum, 1.81" Inside x 3.38" Inside x 4" Deep
Stake Pockets Spacing - 24" Centers
Stake Pocket Location - 0.38" Below Top of Side Rail
Rub Rail Type, Side - 3.00 Aluminum
Rub Rail Location - Centered on Stake Pocket
Spool Quantity - Double

Side Winch and Tarp Restraint

Quantity of Fixed Winches Mounted between Crossmembers - None
Sliding Winch Track - Both Sides (Curbside and Roadside) Sliding Winch Track
Winch Track Length (Slide) - Unitized Track Extruded into Siderail
Sliding Winch Type - Great Dane Standard
Sliding Winch Quantity - Twelve
Winch Strap Type (Sliding Winches) - None
Tarp Restraint (Rope Hook) Location, Side - None
Miscellaneous Text - None

Rear

Buckplate Material - Aluminum
Rear Stake Pockets - Five
Stake Pockets Material and Size Rear - Aluminum 1.81" Inside x 3.38" Inside x 4" Deep
Rear Impact Guard - Carbon Steel Rear Impact Guard
Filler Plate - Aluminum
Rear Bumpers - Rubber Blocks, 1 Pair at Rear Corners
Tag Bracket Location - None
Tarp Restraint (Rope Hook) Location, Rear - None
Miscellaneous Text - None

Understructure

Upper Coupler Type - Unitized
Mainbeam Plate Thickness - 0.25"
Landing Gear - Jost A400
Landing Gear Foot / Shoe Type - 10" X 10" Sand Shoe
Landing Gear Handle Location - Roadside
Tire Carrier - No Tire Carrier
Bay Area Crossmembers - 4" Steel I-Beam on 12" Centers
Extra Crossmembers - None
Miscellaneous Text - None

Tool Boxes, Floor And Floor Restraints

Tool Box Quantity - None
Type of Floor - Aluminum, 1.25" with 4 Apitong Nailing Strips
Floor Cargo Restraint Type - Pull-up Chain Tie Recessed
Floor Cargo Restraint Quantity - Twelve (12) Pairs
Floor Cargo Restraint Location - Between Crossmembers, Evenly Spaced Front to Rear

Miscellaneous Text - None

Suspensions

Model of Suspension - Hendrickson AANT 23K
Dump Valve - Hose Coupler Activated (Automatic) Dump Valve
Auxillary Dump Valve - Electric Dump Valve
Auxillary Dump Valve Location - Rear Axle
Pintlehook - Without Pintle Hook
Miscellaneous Text - None

Axles

Axle Type - Hendrickson Tapered Spindle Standard Wall
Brake Size - 16.50" x 7.00"
Brake Actuators - Great Dane Standard 2.5" Stroke
Brake Lining - Furnished With Suspension
Brake Shoe Type - Hendrickson Extended Service
Brake Adjusters - Great Dane Standard Automatic 5.50"
Dust Shield Type - None
Tire-Inflation-System/Tire/Wheel Options - None
Miscellaneous Text - None

Brake/Mudflap

Anti-Lock Brakes - Wabco 2S/1M Easy Stop
Optional Diagnostic Cable - None
Brake Valves - Sealco
Air-Tank Drain Valve - Manual
Mudflaps - Great Dane, Smooth Black with Logo
Mudflap Mounting Location - Behind Both Axles
Miscellaneous Text - Front mud flap brackets to be bolt on.

Tires/Wheels/H And D

Rim/Disc Wheel Size - 24.5" X 8.25"
Hub/Wheel And Drum - Great Dane Hub Piloted Universal 10 Stud Hub with Outboard Cast Drums
Brake Drum Balancing - None-Standard
Wheel Type - 24.5" Steel Disc Wheel, Hub Piloted, 5HH
Wheel Stud Options - Long Studs for Future Alum Wheels
Tire Size - 285/75R 24.5
Tire Brand - Bridgestone R196 (G)
Miscellaneous Text - None

→ Tires and wheels can be changed to accomodate customer request.
HPZ

Axle End Condition

Wheel Lubricant - Kendall EBL Grease
Wheel Seals - Platinum-Plus Performance Package
Hubcaps - Aluminum Sentinel
Axle Spindle Nuts - Pro-Torq Spindle Nut
Hubodometer - None
Miscellaneous Text - None

Electrical Wiring/Lights

Electrical Connector - Phillips 7-Way, Split Pins
Electrical Connector And Gladhand Location - Offset Roadside Front
Exterior Light Package - All Lights LED Including Midship Turn signal And ABS
Wiring Harness Type - Long Life Light System
Type of Clearance Lights - Grote, LED 10, 2.50" Diameter
Side Bottom Lights - 5 Each Side (2 Addition + standard front and rear + standard Midship Combination)
Side Bottom Light Locations - Evenly spaced Front to Rear
Buckplate Light Type - Grote Series 40, LED Flange Mount
Buckplate Lights Qty and Loc - 3 Each Side, Stop/Tail/Red Turn
Midship Turn Signal - Grote 6" LED Combination Turn and Clearance



Quote Date: 2009-11-20
 Quote Expires: 2009-12-20
 Quote Number: 7449
 Quote Reference: 1
 Company Quoting: Tuscaloosa
 County

Jud Prater
 Truck Trailers Of Alabama
 2523 Commerce Circle
 Birmingham, AL 35217
 (205) 808-0042
 tta2523@aol.com

QUOTE

Velocity 48' Sliding Air Tandem (Model: HVELO48102SAT)	
	Est. Wt.: 12,345# +/- 3%
Length / Width: 48 feet x 102 inches	
Suspension Type: Sliding air tandem	
Frame Rating: 80,000 lbs distributed	
Flooring: 1 1/8 inch wood	
Crossmembers: 12 inch centers - 4 inch jr. I-steel	
Side Rails: 6 inch structural channel @ 6.5 lbs/ft	
Stake Pockets: 3/16 inch steel on 24 inch centers	
Rubrail: 2 1/2 inch rolled formed steel	
Main Beams: Minimum grade 130 flanges	
Kingpin: 30 inches	
Loaded Fifth Wheel Height: 49 inches	
Landing Gear: SAF-Holland CMS3 2-speed with Speed Crank	
Knee Braces: Fabricated on approx. 60 inch C/C	
Bulkheads: None standard	
Bulkhead Pockets: 4 - F-5 DOT-type steel	
Number of Axles: 2	
Axle Spindle: Tapered	
Brakes: Spring brakes, auto slacks	
ABS: 4S/2M - no cable or tool	
Axle Spread: 49 inches	
Hub and Drums: 10-hole hub-piloted with outboard cast drums	
Wheel Ends: Grease in hubs - *** 5-year wheel end warranty ***	
Wheels: 22.5 x 8.25 steel disc wheels - pre-painted white	
Tires: 295/75R 22.5 14PR	
Tire Brand: OEM standard	
Suspension Detail: Hendrickson AAZNT230 Intraax air ride slider - 60 inches adjustable	
Front Corners: Tapered	
Electrical System: LED: 5 lights/side, 3 lights/side on rear	
Paint: Black urethane with Velocity decals	
Conspicuity Tape: Per NHTSA specs - Installed in recess on rubrails	
Bumper: Bolt-on type - meets override requirements	
Mudflaps: 1 set Velocity	
Spare Tire Carrier: None standard	
Tire Carrier Brackets Only: None standard	
Winch Track: Full-length steel on road side	
Sliding Winches: 12 standard - without straps	
Winch Straps: None standard	
Dock Bumpers: 1 pair rubber on rear	
Hubodometer: None standard	
Registration Holder: None standard	
Tool Box: None standard	
Box Brackets Only: None standard	
VIN Plate: Standard US VIN plate	
Total Weight	Est. Wt.: 12,345# +/- 3%

Bid for Flatbed Trailer

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof to accommodate the best interest of the County

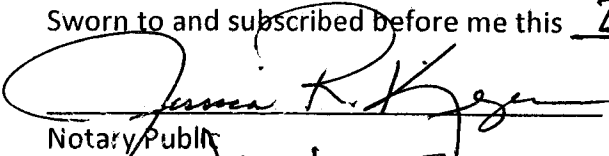
We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. I/We can make delivery within 45/60 day(s) if awarded the bid.

If you cannot furnish the item listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

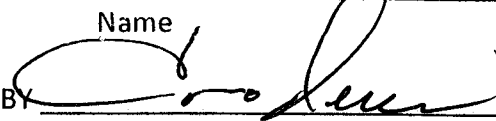
This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 23RD day of NOVEMBER 2009.


Notary Public

FIRM UTILITY TRAILER SALES OF ALABAMA
Name

BY 
Signature Acceptable in Ink Only

MAILING ADDRESS 2800 PINSON VALLEY PKWY.

CITY & STATE BIRMINGHAM AL. 35217

PHONE NO (205) 849-7418

TERMS PAYMENT UPON DELIVERY

DATE 11/23/09

BID PRICE: \$ 22102.00

Location of Turn Signal - Roadside and Curbside,Center of Trailer
Installation of Turn Signal - Attach To Bottom Of Crossmember
Supplemental Turn Signal - Yes
Type of Supplemental Turn-Signal - Great Dane Turn Arrow and Signal
Location of Supplemental Turn Signal - Roadside and Curbside Behind Landing Gear
Installation of Supplemental Turn Signal - Install On Main Beam
Miscellaneous Text - None

Finish/Paint/Decals

Paint - Black, Urethane
Wheel Finish - White Enamel
Conspicuity Treatment Location - Great Dane on Siderails
Special Logo - Freedom Nameplates
Installation Of Customer Decals - None
Unit Numbers (Exterior) - None

Unit Numbers: ? - ?

Miscellaneous Text - None
Miscellaneous Text - None
Miscellaneous Text - None
Miscellaneous Text - None

Bid for Flatbed Trailer

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof to accommodate the best interest of the County

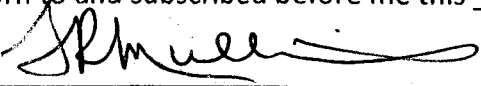
We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. I/We can make delivery within 14 day(s) if awarded the bid.

If you cannot furnish the item listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 20th day of November 20 09.



Notary Public Fred R Mullins State at Large

My Commission Expires: 11/16/11

FIRM Truck Trailers of Alabama, Inc.

Name

BY Jud Rater
Signature Acceptable in Ink Only

MAILING ADDRESS P. O. Box 170800

CITY & STATE Birmingham, AL 35217

PHONE NO 205-808-0042

TERMS COD

DATE November 20, 2009

BID PRICE: \$22,528.00 FOB Haleyville, AL Delivery Charge: \$250.00

Bid for Flatbed Trailer

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof to accommodate the best interest of the County

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. I/We can make delivery within 70-84 day(s) if awarded the bid.

If you cannot furnish the item listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 1 day of DECEMBER 2009.

Fred M. Davis
Notary Public

MY COMMISSION EXPIRES MARCH 19, 2012

FIRM Warrior Tractor & Equipment Co., Inc.
Name

BY [Signature]
Signature Acceptable in Ink Only

MAILING ADDRESS P.O. Box 412

CITY & STATE Northport, AL 35476

PHONE NO 339-0300

TERMS Net due upon receipt

DATE December 1, 2009

BID PRICE: \$25,831.00 (does not include any applicable taxes)
Pitts FB 48 flatbed trailer meeting all specifications requested

Company: **PITTS ENTERPRISES, INC**
 Address: **P O BOX 127**
PITTSVIEW, AL 36871
 Phone: **334-855-4754**
 FAX: **334-855-3507**
 Web: **HTTP://WWW.PITTSSTAILERS.COM**

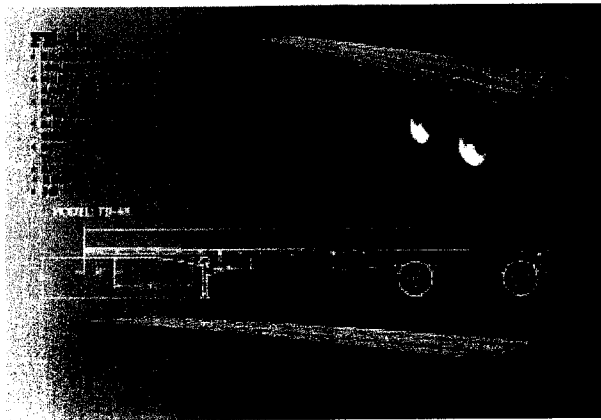


Company: **WARRIOR TRACTOR & EQUIPMENT CO**
 Contact: **Luther**
 Address: **6801 MC FARLAND BLVD.,**
BRANCH
NORTHPORT, AL 35476
 Phone|FAX: **205-339-0300 | 205-333-0101**

BASE MODEL: FB Flat Bed		base price: :
components	description	
CAPACITY	Standard Beam Package - 80,000 lbs. GVWR (60,000 in 10' Span)	
OVERALL LENGTH	48' - Base Weight 11,683#	
OVERALL WIDTH	8' 6"	
KING PIN SETTING	30" (-)19#	
UPPER COUPLER PLATE	1/4"	
UPPER COUPLER HEIGHT	48"	
BULKHEAD	None	
MAINFRAME	26" Fabricated - PreCambered I-Beams	
SIDE RAILS	6" - 6.5# Per Foot	
FLOOR SILLS	4" I-Beam 12" O.C. HD Pkg. (+325#)	
FLOOR DECKING	1-1/8" Apitong	
WINCH TRACK	Steel Slide Entire Length of Drivers Side	
WINCHES	12	
STRAPS	None	
LANDING GEAR	SAF-Holland CMS3 - 2 Speed	
SUSPENSIONS	Air Ride - 2 Axle Slider (+1000#)	
LIFT AXLE	None	
DUMP VALVE	None	
SCALES	None	
AXLES	(2) 25K Capacity - Type 30 Chambers - Auto Slacks - ABS - **Grease Filled Hubs **	
*** Grease Filled Hubs ***		
AXLE SPACING	49" (+35#)	
PARKING BRAKES	2 Axle	
DUST SHEILDS	None	
TIRES	295/75R 22.5 - Low Profile	
WHEELS	Disc - Hub Piloted - 22.5 Steel	
ANTI-SAIL MUD FLAPS	Rear Frame	
STAKE POCKETS	4" Deep - 24" O.C. & 6 Across Front, 3 Across Rear	
RUB BAND STEEL	1/4" X 2-1/2"	
PIPE SPOOLS	Double	
DOCK BUMPERS	Rubber Inboard	
TIRE CARRIERS	None	
TOOLBOXES	None	
CARGO TIE DOWN	None	
LIGHTS	Sealed Wiring Harness w/ LED Pkg	
PAINT	Black	
CUSTOM 1	None	
CUSTOM 2	None	
CUSTOM 3	None	
CUSTOM 4	None	
CUSTOM 5	None	
		<i>Options Total:</i>

Pitts trailers

Item: FB48 Flatbed



Model #: FB48 Straight Deck Flat Bed

PITTS TRAILERS FB48

80,000 LB. GVWR (60,000 LB. IN 10' SPAN)
MULTIPLE DECK LENGTHS AND HEIGHTS
MULTIPLE AXLE CONFIGURATIONS AND CAPACITIES
AIR RIDE AND SPRING RIDE SUSPENSIONS
SPREAD, CLOSED, AND SLIDING TANDEMS
APITONG DECKING

Components	Description
CAPACITY	Standard Beam Package - 80,000 lbs. GVWR (60,000 in 10' Span)
OVERALL LENGTH	48'
OVERALL WIDTH	8' 6"
KING PIN SETTING	36"
UPPER COUPLER PLATE	1/4"
UPPER COUPLER HEIGHT	48"
BULKHEAD	None
MAINFRAME	26" Fabricated - PreCambered I-Beams
SIDE RAILS	6" - 6.5# Per Foot
FLOOR SILLS	4" I-Beam 16" O.C. Pkg
FLOOR DECKING	1-1/8" Apitong
WINCH TRACK	Steel Slide Entire Length of Drivers Side
WINCHES	12
STRAPS	None
LANDING GEAR	Two Speed
SUSPENSIONS	Air Ride - 10' 2" Spread
LIFT AXLE	None
DUMP VALVE	None

SCALES	None
AXLES	(2) 25K Capacity - Type 30 Chambers - Auto Slacks - ABS
AXLE SPACING	10'2" Wide Spread
PARKING BRAKES	2 Axle
DUST SHEILDS	None
TIRES	295/75R 22.5 - Low Profile
WHEELS	Disc - Hub Piloted - 22.5 Steel
ANTI-SAIL MUD FLAPS	Rear Frame
STAKE POCKETS	4" Deep - 24" O.C. & 6 Across Front, 3 Across Rear
RUB BAND STEEL	1/4" X 2-1/2"
PIPE SPOOLS	Double
DOCK BUMPERS	Rubber Inboard
TIRE CARRIERS	None
TOOLBOXES	None
CARGO TIE DOWN	None
LIGHTS	Sealed Wiring Harness w/ LED Pkg

Pitts Trailers manufactures a complete line of lowboy trailers, lowboy components, flatbeds, dropdeck flatbeds, extendable flatbeds, extendable dropdeck flatbeds, oilfield lowboys, oilfield floats and tag-a-long trailers. Pitts Trailers is a custom trailer specialist including heavy haul applications up to 150-ton capacity. Pitts Trailers is the country's leading forestry/logging trailer provider including log trailers, loader carrier frames and chip vans. Manufacturing facilities are located in Pittsview and Elba, AL.

http://pittstrailers.com/app/inventoryapp/flatbeds_drop_deck_flatbeds/inventory_view/84-96-76-1.html

This page, its elements and all subsequent pages are COPYRIGHT Pitts trailers, All rights reserved.

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

SERVICE CONTRACT
BETWEEN
TUSCALOOSA COUNTY, ALABAMA
AND
TUSCALOOSA CHARACTER COUNCIL

THIS AGREEMENT made and entered into on this the 2ND day of DECEMBER, 2009, by and between the TUSCALOOSA CHARACTER COUNCIL, hereinafter sometimes referred to as "Contractor," as party of the first part, and TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereinafter sometimes referred to as "the County," as party of the second part.

WITNESSETH:

WHEREAS, Title 11 of the *Code of Alabama* (1975) grants to the County the authority to enter into contracts for services; and

WHEREAS, the Contractor has proposed, for a certain consideration herein set out, to provide services desirable to the County, and to perform all of the duties attendant with such services as provided herein,

NOW, THEREFORE, the parties agree as follows:

1. The Contractor agrees to promote character initiatives in the schools of Tuscaloosa County, as well as the Tuscaloosa County Metro Jail, to meet the needs of the County. The Contractor agrees that during the term of this service it will serve as an independent contractor with the County.

2. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor, or its agents or employees, will not, on the grounds of race, color, creed, sex, religion, national origin, or handicap, discriminate, or permit discrimination, against any person or group of persons, in any manner. The Contractor further agrees to comply with all applicable laws of the State of Alabama and the United States of America.

3. It is the intent of the parties to this agreement that they be the only parties to this agreement, and expressly exclude third party beneficiaries; no person not a party to this agreement may claim benefits under this agreement.

4. The Contractor agrees to supply to the County, upon request, documentation that the services provided by the Contractor for the benefit of the County, are at least equal in value to funding from the County. Should the County determine at any time that the Contractor is not providing services at least equal to the prorated funding provided herein, the County may terminate this agreement or negotiate a supplemental funding formula.

5. Upon termination, the Contractor may be required to refund any funds deemed by the County to have been expended by the Contractor for purposes not provided for by this contract.

6. Either the county or the Contractor, upon written notice to the other, expressing an intention to cancel or rescind this contract, may do so after thirty (30) days of receipt by the other party of said written notice. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

7. In consideration of the above covenants, the County agrees to pay as compensation to the Contractor the sum of Ten Thousand and no/100 Dollars (\$10,000.00). Payment shall be made to the Contractor by the County within thirty (30) days of presentation of an invoice for services provided.

8. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining valid covenants or conditions. There shall be no third party beneficiary to this agreement.

9. This agreement constitutes the entire agreement between the Contractor and the County and merges all prior written or oral understandings or agreements. The Contractor shall be under no obligation to the County, except to the extent set out expressly in this agreement.

10. The initial term of this contract shall be one year. The contract may, thereafter, be renewed for an additional term of one (1) year, upon the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date set forth above.

CONTRACTOR

By: Kenny Burns
Kenny Burns
As its: Executive Director

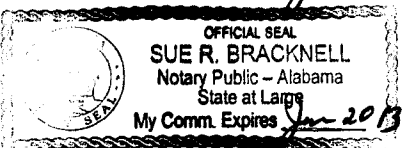
STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

I, Sue Bracknell, a Notary Public in and for said County and State, do hereby certify that Kenny Burns, whose name is signed to the foregoing Service Contract, as Executive Director of the Tuscaloosa Character Council, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Service Contract, he executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of December, 2009.

Sue Bracknell
Notary Public in and for the State of
Alabama at Large

My commission expires: Jan 2013



TUSCALOOSA COUNTY, ALABAMA
A political subdivision of the State of Alabama

By: W. Hardy McCollum
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST: Melvin Vines
Melvin Vines
County Administrator

STATE OF ALABAMA §
TUSCALOOSA COUNTY §

**TUSCALOOSA COUNTY JUVENILE DETENTION CENTER
MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of October, 2009, by and between DETENTION SERVICES, INC., hereinafter sometimes called the CONTRACTOR or COMPANY, as party of the first part, and TUSCALOOSA COUNTY, Alabama, a political subdivision of the State of Alabama, hereinafter sometimes called the COUNTY or OWNER, as party of the second part;

WHEREAS, the County is charged with the responsibility of operating the Tuscaloosa County Juvenile Detention Facility, sometimes hereinafter referred to as the FACILITY; and

WHEREAS, the County desires to have the Facility managed by a professional juvenile corrections management company; and

WHEREAS, the Contractor has submitted a proposal to the County to manage the Facility under mutually agreeable terms.

NOW, THEREFORE, in consideration of the amounts herein named and of the mutual agreements and provisions herein contained, the Contractor and the County agree to the provision of management services for the management of the Tuscaloosa County Juvenile Detention Center, as described in the Request for Proposals.

The Contractor will furnish at his own cost and expense all labor, materials, and equipment as required to manage the Facility in accordance with all applicable standards, as they may be amended from time to time during the term of this contract, or any extension agreed to by the parties.

ARTICLE I. CONTRACT PROVISIONS

A. Contract Documents: This Agreement, together with all documents which constitute the "Contract Documents," constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All 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.

B. Independent Contractor: The Contractor enters into this Contract with the County as an independent contractor and, as such, agrees that neither the County nor its officers, agents, employees or inspectors shall be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons performing any of the work pursuant to this Contract.

C. Term. The term of this Agreement shall commence from the date of this agreement and continue through September 30, 2010. The agreement shall be renewable, upon the agreement of both parties, for three consecutive one-year terms, thereafter. Either party may terminate this contract with written notice to the other party at least 120 days in advance of the termination.

D. Integration; Contract Terms and Construction:

1. Integration: This Agreement, together with all documents which constitute the "Contract Documents," constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All 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.

2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or change order, in writing, properly executed by all of the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.
4. Captions: 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.
5. Construction: 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.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. Governing Laws: 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.

E. Rules of Construction: For the purposes of this contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

2. All references herein to designated "articles," "sections," and other subdivisions or to lettered exhibits are to the designated articles, sections and subdivisions hereof and the exhibits annexed hereto unless expressly otherwise designated in context. All article, section, other subdivision and exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.
3. The terms "include," "including," and similar terms shall be construed as if followed by the phrase, "without being limited to".
4. The terms "herein," "hereof," and "hereunder," and other words of similar import refer to this agreement as a whole and not to any particular article, section, other subdivision or exhibit.
5. All recitals set forth in, and all exhibits to, this agreement are hereby incorporated in this agreement by reference.
6. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
7. All references in this agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

ARTICLE II. GENERAL

A. Purpose: The Company hereby agrees to undertake the complete and full management responsibilities of the Facility, under the terms of this Agreement.

1. Duty to Cooperate. The parties acknowledge that their mutual cooperation is critical to the ability of the Company to perform its duties successfully and

efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations.

2. License to Occupy. The County hereby grants to the Company a license to occupy the Facility for the purpose of this agreement and for the term of this agreement which shall include all renewal periods.
3. Encumbrance of the Property. The Company agrees that its operation of the Facility will not involve the placing of liens or other encumbrances upon the title to the Facility by the Company.
4. Breach, Notice and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have by reason of the breach.

In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

5. Default. Upon the occurrence of an "event of default", the non-defaulting party may terminate this Agreement in accordance with the provisions below. The following shall constitute events of default:
 - (a) A finding by a court of competent jurisdiction in an action between the County and the Company, or in an action between the Company, the County and a third party, that the Company has been guilty of negligence or willful or wanton misconduct or malfeasance or intentional misconduct in the management or the

operation of the Facility or in the performance of its duties arising herein.

(b) The withdrawal, termination, or suspension of or failure to grant any license, accreditation, right or certification to the Company or the County as is required for the lawful operation of the Facility or the conduct of the Company's business as it relates to the Facility; or the decision by any State department or agency to withhold, withdraw, or disqualify the Facility from receiving the funds to which it would otherwise be entitled; the above notwithstanding, the County may authorize the Company to continue operations even though there has been a failure to grant any license, right or certification upon the terms and conditions set by the County and agreed to by the Company.

(c) The continuation of any of the following without such being corrected or cured for a reasonable period of time, (unless the County shall agree in writing to an extension of such time):

(i) the dissolution of the Company, or the disposition of all or substantially all of its assets;

(ii) the adjudication of the Company to be bankrupt or insolvent;

(iii) the failure of the Company to continuously operate the Facility for the purposes contemplated by this Agreement, or

(iv) the breach of any other term or condition of this Agreement.

B. Operation. The Contractor shall use its own judgment and expertise in the management of the Facility, in compliance with existing or amended standards as required by the State of Alabama Department of Youth Services or as established by the American

Correctional Association, hereinafter sometimes referred to as ACA, for use in Juvenile Detention Facilities.

1. Standard for Facility Operation. While the Facility is under the management and control of the Company, the Company's operation of the Facility will, subject to limitations beyond the control of the Company, conform to applicable federal, state and local statutes and ordinances, and the applicable standards of the American Correctional Association (the "ACA") as they are applied to facilities of this type. The Company will do all within its power to uphold the constitutional rights of individuals confined to the Facility.

The Company will comply with applicable building and fire safety codes and regulations and all sanitary and health codes in effect on the day this Agreement is signed, including state regulations governing the operation of like facilities. The County will have the Facility inspected prior to the Company beginning operation. To the extent the Facility does not comply with applicable codes and regulations, the County will take steps to remedy the deficiencies or obtain acceptable exemptions for such deficiencies. Modifications, additions or renovations will be made only with approval of County and the cost of such shall be its responsibility. A Company employee will be designated to frequently and regularly inspect the Facility for compliance with applicable codes and regulations. Records of such inspections and action taken to comply with the inspection findings will be available from the Company upon request by an appropriate official of the County.

2. Administration. The Company will appoint an Administrator to manage on-site the day-to-day operation of the Facility. The position shall be staffed by a professional, experienced and trained in the field of juvenile detention and corrections.

3. Contact Monitor. The County shall appoint a Contract Monitor (the "Contract Monitor") to monitor the Company's implementation of its duties and obligations under the terms of the Agreement. The Contract Monitor shall be responsible to and report to any and all persons as may be directed by the County. The Contract Monitor shall have unlimited access to the Facility and Resident Records, excluding facility personnel files, as is necessary to adequately monitor contract compliance.
4. Personnel. A representative of the County will be given the opportunity to review the applications of all prospective employees. A criminal record background investigation, in addition to routine reference checks, will be performed on all individuals employed. Other reference checks will be performed by the Company. Employee benefits including medical insurance, life insurance, workman's compensation insurance, and other benefits will be the responsibility of the Company.
5. Facility Capacity. The parties agree that as of the date of this agreement the facility is rated for a maximum capacity of a total of 56 beds.
6. Resident Characteristics. The County agrees that the Resident population shall consist of male and female juvenile detainees. The housing of detainees shall not be allowed if such would violate applicable ACA standards. Residents whose behavior poses a serious or substantial threat to the safety, security or order of the Facility shall not be housed in the Facility. Upon determination that a juvenile is inappropriate for detention placement, Contractor will contact the Contract Monitor who will arrange for removal of that juvenile from the Facility.
7. Training. Training and staffing requirements of the facility will be the responsibility of the Company. The Company will train employees to comply with applicable policies and procedures including, but not limited to, ACA standards, as specified by the Company.

8. Food Service. The Company, at its sole cost and expense, will provide a food service program and ensure that the food service program meets all applicable statutes, standards and requirements.

9. Medical Care. Subject to the limitation below, the Company will contract with a licensed physician and health care personnel to provide all on-site medical and medication care for Residents as required by applicable standards, the costs and expense for which shall be paid by the Company. In addition, the Company will adopt and regularly review health-related policies and procedures. The County will be responsible only for the expense of prescription drugs and medical care incurred outside of the Facility, whether on an out-patient or hospitalized basis. The determination as to whether medical care should be provided outside the facility will be made by the attending physician. (Medical care for the purpose of this Agreement means all types of health related services including but not limited to dental, psychological, psychiatric, optical, and chiropractic, as well as the services traditionally rendered by medical doctors).

The Company agrees to pay all costs of prescription medications which become medically necessary for any Resident admitted to the Facility, including the cost of refills of any prescription medication. However, if the Resident admitted to the Facility is ill upon admission and requires prescription medication, the County shall be responsible for the cost of such medication. The Company shall not be responsible for the cost of prescription medication, or the cost of refills of any prescription medication, which is prescribed to a Resident before that Resident is admitted to the Facility.

The Company hereby agrees to provide all Resident medical care and medication at the Facility, at the expense of the Company, that can reasonably be

provided at the Facility, and only such medical care that is reasonably required to be performed on an out-patient or hospitalized basis will be paid by the County. Transportation and security for Residents receiving medical care away from the Facility shall be provided by the jurisdiction responsible for the Resident, except in cases of emergency as set out below.

10. Booking, Intake and Release. The Company shall be responsible for detainee booking. Potential detainees who appear to be seriously ill or injured, or otherwise under a serious physical or mental disability, shall not be received without documented medical clearance from a licensed medical authority. The Company will not be required to admit detainees from other institutions or release detainees from the Facility without appropriate legal documentation.
11. Security and Resident Supervision. The Company shall provide such security and supervision as is required by sound correctional practice to maintain the safety, security and order of the Facility and to protect the safety and well-being of the Residents, Staff, Visitors and surrounding community.
12. Unusual Occurrences and Incidents. The Company will immediately notify the Contract Monitor in the event of an unusual occurrence or incident as defined by the Contract Monitor and will thereafter as soon as practicable, furnish written notification of such occurrence or incident. In the event of a disturbance caused by Residents, or if any security threat or peril, including Resident strike, should occur within or outside the Facility, the Contract Monitor shall be notified immediately. The Company will cooperate with the Contract Monitor and the Sheriff in taking command and restoring order.
13. Programs. The Company shall implement juvenile programs consistent with the management of a juvenile

Resident. If it becomes necessary, the Company is authorized to make arrangement with an approved local service for the transportation of Residents in medical emergencies, the cost of such transportation to be the responsibility of the County. In emergency situations when pre-arranged transportation is not appropriate or otherwise available, the Company will transport Residents for emergency medical treatment. The Company will assume financial responsibility of transportation when the need for such transportation is the result of acts of the Company.

C. Facility. The Contractor agrees to assist in maintaining the physical plant so as to minimize the damage done through wear and tear of the Facility, and to cooperate with the County in maintaining the condition of the Facility.

1. Modifications at the Request of the Company. To the extent deemed advisable, the Company may from time-to-time request, in writing to the County, that the Company be allowed to undertake improvements to the Facility and surrounding grounds at the expense of the County. To the extent that such modifications are deemed advisable and in the best interest of the facility and programs conducted there, the County shall not unreasonably delay or withhold permission for such modifications. Modifications must receive written approval from the County prior to the initiation of such improvements. Repairs and maintenance shall not be considered modifications such as to require written authorization.
2. Routine Maintenance and Repairs. The parties agree that the Facility will be maintained and repaired during the term of this Agreement in order that such Facility is in compliance with all lawful building code requirements and meets standards established by state and local governmental authorities for fire, health, water, safety, etc.

The Company agrees to provide scheduled routine maintenance for the Facility in order to maintain the integrity of the Facility and to maintain an environment in which the proposed detention program can be effectively administered. For purposes of this agreement, items of repair that cost \$750 or less shall generally be deemed routine maintenance for which the Contractor agrees to accept responsibility. Items in excess of \$750 shall generally be considered the responsibility of the County. The County, upon notification, shall be responsible for all other physical plant and equipment modification or repair which is the result of design, construction or installation defects or the result of normal wear and tear. (For example, and without limitation, the County shall bear the cost of roof replacement required by defects in the design and/or installation and such repairs to or modifications of mechanical, electrical and plumbing systems, life safety and security systems, structural integrity, and equipment replacement).

3. Utilities. The County shall pay for all utilities to the facility. The Company will agree that it will maintain the temperature within a reasonable range, and to make efforts to conserve energy.
4. Equipment. The parties hereto by Addendum No. 1 to this agreement contemporaneously executed herewith shall designate those items of equipment and related appurtenances which will be provided by each party at the commencement of this agreement. All other items of equipment reasonably required for operation of the Facility not shown on the addendum attached hereto shall be provided at the sole expense of the Contractor. It is contemplated herein that said addendum relating to equipment and related appurtenances shall also include provisions for the disposition of such equipment upon termination of this Agreement.

ARTICLE III. PAYMENTS, CLAIMS AND CHARGES, ETC.

detention facility. Programs shall comply with applicable constitutional and ACA Standards as well as any local, state, or federal standards, statutes, rules and regulations. For example, but without limitation, program scope shall include the following components:

1. Recreation
2. Religious
3. Volunteer speakers invited by the Company
4. Work
5. Discipline and procedures

Additionally, policies and procedures governing Resident's rights to correspondence, visitation and telephone access will be implemented.

14. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in Resident records shall be consistent with that required by applicable statutes, ACA standards and the requirements of the County. All information shall be considered confidential and subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized.
15. Facility Records. The Company shall maintain facility records of all significant activities related to operation of the Facility. These Facility records shall be available for review by the County.
16. Resident Accounts. An accounting system for juvenile funds shall be implemented. The system will comply with acceptable accounting principles and may be audited annually by the County.
17. Transportation. Resident transportation shall be the responsibility of the jurisdiction responsible for the

A. **Contract Price:** The County will pay and the Contractor will accept in full consideration for the performance of the work as provided in the contract documents and herein, the sum of **Eighty-four (\$84.00) Dollars per bed per day.**

ARTICLE IV. INSURANCE, LIABILITY, ETC.

A. Contractor's Insurance (Generally):

The Contractor shall not commence work under this contract until he has obtained all insurance required by the Contract documents and such insurance has been accepted by the County. This insurance shall include a Waiver of Subrogation as to, the County and its respective officers, agents, employees, and subcontractors. The Contractor shall maintain required insurance during the term of the contract including any extensions and shall require any subcontractors to do the same.

The obtaining and maintaining by Contractor and subcontractors of the insurance required herein does not relieve the Contractor of any responsibilities, obligations or duties to the County pursuant to this contract.

The Contractor shall have an insurance professional review the Contractor's activities in regard to the performance of this contract and the Contractor shall obtain any further or additional insurance or greater limits as recommended by the insurance professional. Review or acceptance of insurance by the County or representatives of the County shall not relieve or decrease the responsibility of Contractor hereunder.

Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the County imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.

In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance.

The County shall have the right to inspect and approve Contractor's insurance coverages herein required. Should the County deem it advisable to modify these coverages in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage, then the County may pay the cost of any increased coverage or take credit for any decreases as may be appropriate.

To the extent that the Contractor maintains insurance coverage for loss or damage to property or bodily injury, Contractor hereby waives subrogation of claims against the County, and its officers, agents and employees.

B. Insurance:

1. Workmen's Compensation Insurance: The Contractor shall take out and maintain during the term or any extensions of this contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed at the site of the Facility or off-sites related to the Facility and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this contract at the Facility is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

2. Comprehensive Automobile and Vehicle Liability Insurance:

The Contractor shall maintain during the term or any extensions of this contract, comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form by insurance companies rated A-VII or better by BEST and shall protect the Contractor and the County against claims for injuries to members of the public (including County employees) or damages to property of others (including County property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The limits of liability shall not be less than **Five Hundred Thousand and no/100 (\$500,000.00) Dollars** combined single limit or equivalent.

The Contractor shall require subcontractors to take out and maintain the type of insurance required herein to the extent of their involvement in the project so as to be adequate to protect against liability.

3. Commercial General Liability Insurance:

The Contractor shall maintain during the term or any extensions of this contract, commercial general liability insurance, including the County's and the Contractor's protective liability and blanket contractual liability coverage.

This insurance shall be written in comprehensive form by insurance companies rated A-VII or better by BEST and shall protect the County and the Contractor against claims arising from injuries to members of the public (including County employees) or damage to property of others (including, but not limited to County property) in connection with the work under this contract, arising out of any act of the Contractor or any of its agents, employees or subcontractors.

The limits of liability shall not be less than **One Million and no/100 (\$1,000,000.00) Dollars** combined single limit or equivalent.

Such insurance shall contain no exclusions for x, c or u.

The Contractor shall require subcontractors to take out and maintain the type of insurance required herein to the extent of their involvement in the project so as to be adequate to protect against liability.

4. Umbrella Excess Liability Over Primary Insurance

The Contractor shall take out and maintain during the term of this contract, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be as follows:

Each Occurrence \$ 1,000,000.00

Aggregate \$ 1,000,000.00

The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc.

The County shall be named as additional insured on the Contractor's and any subcontractor's insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the County, its officers, agents, and employees, the Contractor, and their respective officers, agents, employees, and subcontractors.

7. Proof of Carriage of Insurance:

The Contractor shall furnish the County with satisfactory proof of carriage of the insurance required herein, in the form of an insurance certificate or if the County elects in the form of a policy. Insurance shall be in a form satisfactory to the County.

(A) The Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse Tuscaloosa County,

its officers, agents and employees, as additional insureds for any claims arising out of work performed under this contract.

(B) The Contractor's insurance endorsing the County and others as additional insureds shall be "primary" as to such endorsed insureds.

(C) Cancellation: The certificate and policy, as the case may be, shall state that the County shall be given thirty (30) days' written notice of cancellation or any change in the insurance coverage. Certificates shall not exclude liability for failure to notify nor shall it state "endeavor to notify" in lieu of what is required.

(D) There shall be a statement that the Contractor and any subcontractors waive subrogation as to the County, its officers, agents, and employees.

(E) There shall be a statement that full aggregate limits apply per job or contract.

(F) Agents verification of Contractor's insurance on form provided by the County.

C. No Personal Liability of Public Officials: In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity: To the maximum extent permitted by law, the Contractor shall hold harmless, indemnify and defend the County, its officers, agents, employees from and against any and all claims and losses, cost, expense or liability, including attorney's fees and litigation costs, attributable to damage to or destruction of property or health, sickness, disease, safety, bodily injury, personal injury or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, invitees or any other party caused by, arising out of, resulting from, or occurring in connection with the performance of the work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the County, its officers, agents or employees excepting only such claims or losses that have been adjudicated to have been caused solely by

the negligence of the County and regardless of whether or not the Contractor is or can be named a party in any litigation.

ARTICLE V. MISCELLANEOUS CLAUSES

A. **County Representative:** The County's representative on this project is hereby designated as **Bill Lamb** and whose address is **714 Greensboro Avenue, Suite G4, Tuscaloosa, Alabama 35401.**


B. **Contractor Representative:** The Contractor's representative on this project is hereby designated as **John Faile** and whose address is **5941 12th Ave., E., Tuscaloosa, Alabama 35405.**

C. **Capacity:** Each Party to this agreement represents and warrants to the other as follows:

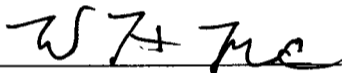
1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer, 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

OBSERVE THEREOF. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS KNOWINGLY, FREELY, AND VOLUNTARILY GIVEN, IS DESIRED BY ALL PARTIES, AND IS IN THE BEST INTEREST OF ALL PARTIES. THE PARTIES FURTHER AGREE THAT ANY AND ALL OF THE ABOVE-DESCRIBED DISPUTES SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN TUSCALOOSA COUNTY, ALABAMA, AND HEREBY CONSENT TO THE PERSONAL JURISDICTION OF ANY AND ALL SUCH COURTS.

BY INITIALING BELOW, THE SIGNATORIES HERETO CERTIFY THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THE FOREGOING WAIVER OF JURY TRIAL, AND CONSENT TO THE SAME ON BEHALF OF THE PARTIES HERETO THEY REPRESENT.



Part of the First Part/
Contractor



Party of the Second Part/
Owner

E. Notice and Service Thereof:

1. All notices, demands, requests, instructions, approvals and claims shall be in writing.
2. Any notice to or demand upon the Contractor shall be in writing and shall be sufficiently given if addressed to the Contractor at the address stated in the proposal and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any delivery company for transmission to the Contractor at such address. It shall also be sufficient if such notice or demand be served upon the Contractor personally or its local representative or delivered at his local office. The Contractor shall, from time to time, designate to the County in writing any change of address to which such notice or demand shall be sent.

3. Any notice to or demand upon the County shall be in writing and shall be sufficiently given if delivered to the office of the County's representative or if addressed to the County and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any delivery company for transmission to such representative of the County as the County may subsequently specify in writing to the Contractor for such purpose.

F. No Waiver of Rights; Remedies Cumulative: The various rights and remedies herein granted to parties may be exercised concurrently and shall be cumulative and in addition to any others the parties may be entitled to by law and the exercise of one or more rights or remedies shall not impair the parties' right to exercise any other right or remedy. The failure or forbearance of a party to enforce any right or remedy in connection with any default shall not be deemed a waiver of such default nor a consent to a continuation thereof nor waiver of the same default at any subsequent date. Any waiver of rights by any party must be in writing and shall apply only to that written waiver and shall not have general or prospective application.

G. Subletting or Assigning of Contract:

1. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his obligations, right, or interest therein, or its power to execute such contract, to any person, firm or corporation without written consent of the County and such written consent shall not be construed to relieve the Contractor of any duty or responsibility for the fulfillment of the contract.
2. Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

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

agreement.

I. **Final Integration:** This Agreement 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.

J. **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.

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

L. **Captions:** 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.

M. **Construction:** 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.

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

O. **Governing Laws:** 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.

P. **Non Discrimination:** The Contractor agrees that in

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.

D. **Dispute Resolution:**

(A) WAIVER OF JURY TRIAL. THE PARTIES HERETO DESIRE TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY DISPUTES ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT. THEREFORE IT IS MUTUALLY AGREED BY AND AMONG THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO **WAIVE TRIAL BY JURY** OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY ONE PARTY TO THIS AGREEMENT AGAINST ANOTHER ARISING OUT OF OR RELATING TO ANY PROVISION, OR THE BREACH, OMISSION, OR FAILURE TO

performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations).

Q. 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.

IN TESTIMONY WHEREOF, the said Contractor has hereto affixed its signature and said Tuscaloosa County has caused these presents to be executed by W. Hardy McCollum, Chairman of the Tuscaloosa County Commission, and attested by Robert H. Johnston, County Clerk, on the day and year first above written, in four counterparts, each of which shall, without proof or accounting for the other, be accepted as an original.

PARTY OF THE FIRST PART/CONTRACTOR

Principal _____

BY: _____

Its: _____

David P. Furr
President

**PARTY OF THE SECOND PART/OWNER
TUSCALOOSA COUNTY, ALABAMA**

W. Hardy McCallum

W. Hardy McCallum, Chairman
Tuscaloosa County Commission

M. L. Vines

Melvin L. Vines, County Administrator


STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

I, Amy C. Graves, a Notary Public in and for said State at Large, hereby certify that David B. Fields, who is named as Principal, is signed to the foregoing document, and,

- o Who is known to me, or
- o Whose identity I proved on the basis of _____, or
- o Whose identity I proved on the oath/affirmation of _____

and that being informed of the contents of the document, he/she, 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 18th day of November, 2009.



Notary Public in and for the
State of Alabama at Large

My Commission Expires: 01-03-2012

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared **W. Hardy McCollum**, and acknowledged that his signature is affixed hereto in his capacity as Chairman of the Tuscaloosa County Commission.

DONE this the 2nd day of November, 2009.

Lisa M. Whitehead
Notary Public in and for the
State of Alabama at Large.

My Commission Expires: _____ MY COMMISSION EXPIRES 03-10-2013

[**END OF CONTRACT AGREEMENT**]