

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXH-5

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.


RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

EX-105

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**RESOLUTION ACCEPTING CONVEYANCE
OF SURPLUS FEDERAL PROPERTY**

WHEREAS, the United States Department of Defense, in conjunction with the United States Department of Homeland Security, the United States Department of Justice, and the General Services Administration, has determined that the William Bacon Oliver Microwave Repeater Site (Tract No. 201) which has been operated and maintained by the United States Army Corps of Engineers, should be declared federal surplus property, and conveyed for public benefit; and

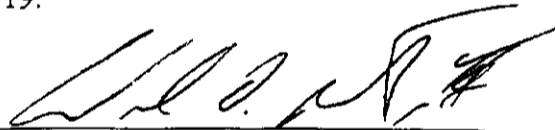
WHEREAS, Tuscaloosa County has made application for the acquisition of the site through the Federal Surplus Real Property Public Benefit Conveyance program; and

WHEREAS, Tuscaloosa County has pledged that the use of the site will be for law enforcement purposes, and the site will enhance radio communication in the county.

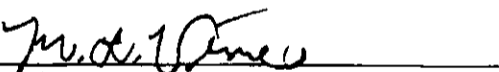
NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

That the Tuscaloosa County Commission authorizes the application for and acceptance of the conveyance, with the conditions outlined in the Federal Surplus Real Property Conveyance Program.

Approved at our regularly scheduled meeting on this the 6th day of November, 2019.



Ward D. Robertson, III., Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 11-7

BID # 2019109001

SUBMITTED BY
JERRY LEA
WINTERGREEN CORP
GREEN EVEREST TOWER TREE

BID SPECIFICATIONS

The primary requirements for tree: 26' tall, C7 LED multi-colored replaceable bulbs, outdoor rated UV protected and flame-retardant foliage, must have the ability to be "grown" to taller height in coming years as the budget permits.

Height: 26' and incremental "growth" heights Overall outside Diameter:

16.8' DIAMETER

LED multi-colored C7 Lighting and light count: C7 LED shatterproof bulbs

C7 PREMIUM OPTICOR BULBS 2,088 TOTAL

Total tree tip count:

37,166 TIPS

Foliage fabric millimeter thickness:

20 MM THICK FABRIC

Warranty on foliage, frame, wiring harness:

5 YEAR WARRANTY 90 DAY/YR MAX

Warranty on LED lights:

3 YR SEASONAL WARRANTY 90 DAY/YR MAX

Foliage requirements: Outdoor rated, UV protected, flame retardant

YES TO ALL

Total tree weight:

2,757 POUNDS

Total power requirement:

15.9 AMPS TOTAL

TREE COST = \$15,341.65

SHIPPING COST = 1,443.92

DELIVERED PRICE = \$16,785.57