

TUSCALOOSA COUNTY COMMISSION  
MEETING  
AUGUST 18, 2021

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 Rob Robertson presiding as Chairman. The following members were present:

Stan Acker  
Jerry Tingle  
Mark C. Nelson  
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the minutes of August 4, 2021.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss contract negotiations and board appointments. The Commission will not reconvene following the executive session.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution for the establishment of the Bane Family Cemetery (Grace Point Cemetery) off Prewitt Loop Road.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Lee Place, resurvey of lot 2, in District IV.

Exhibit 8-2, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the 2022 Rebuild Alabama County Transportation Plan as presented by County Engineer Scott Anders.

Exhibit 8-3, Pages

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss a contract matter regarding the Duncanville Storm Shelter project.

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize the Chair to execute a contract with Encompass360 for the Duncanville Storm Shelter project, with the County share being 25% of the \$65,000.00 contract and the payment structure to be negotiated.

Exhibit 8-4, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for July 2021.

Exhibit 8-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to remove 4100 20<sup>th</sup> St, District II, from the public nuisance list. The property has been cleaned and cleared; and inspected by Brent Lollar.

Upon request by Chief Byron Waid, Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to award the bid for the 35<sup>th</sup> Street Sheriff's Office building project to Metal Roofing Solutions in the amount of \$1,254,900.00.

Exhibit 8-6, Page

Upon request by Maintenance Superintendent Ryan Sabbagh, Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker,

the County Commission voted unanimously to award the bid for laundry equipment at the County Jail to Savemore Commercial Laundry Equipment in the amount of \$74,880.63.

Exhibit 8-7, Pages

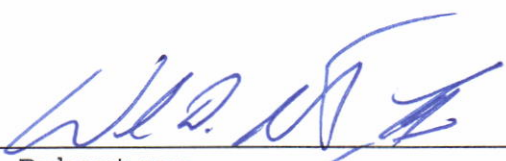
Upon request by Tax Assessor Leigh Ann Fair, Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Chairman to execute the Digital Information Cooperative Agreement between the County and the State of Alabama Department of Transportation. The total grant amount for this agreement is \$10,000.00.

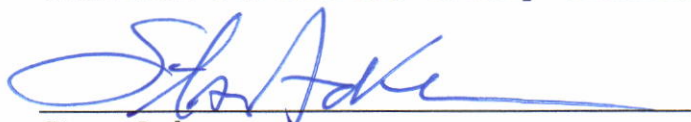
Exhibit 8-8, Pages


Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to donate a recertified AED from the Sheriff's Office to the Tuscaloosa County School System for Northside Athletics.

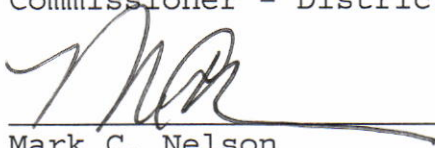
Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve funding in the amount of \$2,000.00 from the District II discretionary fund to the Brookwood High School Ag Teacher for the Litter Program.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 1, 2021.

  
 Rob Robertson  
 Judge of Probate  
 Chairman Tuscaloosa County Commission

  
 Stan Acker  
 Commissioner - District I

  
 Jerry Tingle  
 Commissioner - District II

  
 Mark C. Nelson  
 Commissioner - District III

  
 Reginald Murray  
 Commissioner - District IV

August 10, 2021

Dear Judge Rob Robertson & Tuscaloosa County Commission,

I am writing this in request for an approval to establish a family cemetery on my family property. The land is located a half mile north of Lake Lurleen State Park in Tuscaloosa County. It joins Prewitt Loop Road. This is a 160-acre tract of land that has been in my family for nearly 100 years. My wife and I built on this property 5 years ago and have established it as our family homeplace. We have also built a worship pavilion known as Grace Point on the property that we use solely for giving God praise and all the glory He deserves. This proposed area for the cemetery adjoins the area where Grace Point pavilion is located. My son and his family also plan on building on this property as well.

I have gone over the requirements for creating a family cemetery and I am attaching copies of the plat map survey of the proposed area as well as the approval letter from Mr. Diltz with the Tuscaloosa County Health Department.

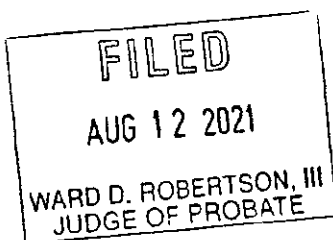
We realize that the Bane Family Cemetery also known to us as (Grace Point Cemetery) can only be used for family members and lineal descendants. We plan to fence the area with rod iron and maintain the appearance.

I thank you in advance for your consideration of this proposed Bane Family Cemetery in Tuscaloosa County.

Sincerely,

*James R. Bane Sr. "Jimmy"*

James R. Bane Sr.



Ex 8-1



SCOTT HARRIS, M.D., M.P.H. • STATE HEALTH OFFICER

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WEST CENTRAL DISTRICT

July 30<sup>th</sup>, 2021

Judge Rob Robertson  
Tuscaloosa County Probate Judge  
714 Greensboro Ave.  
Tuscaloosa, AL 35401

RE: Bane Family Cemetery

Dear Judge Robertson,

I conducted a site evaluation of the proposed Bane Family Cemetery site and reviewed the submitted information. I found signs of seasonal water table indicators at 48". Due to the rural location of the proposed cemetery, and the absence of wells, houses, or other development, I do not foresee the proposed cemetery will pose a threat to the environment, people, or water supplies. This application for a family cemetery is approved. If you have any questions, please contact me at 205-554-4553.

Sincerely,

William J. "B.J." Diltz  
Public Health Environmental Supervisor  
West Central District, Tuscaloosa County Health Dept.

PROBATE MINUTES Book 2021 Page 6722  
Tuscaloosa County, Alabama

27-1

## Resolution

The Tuscaloosa County Commission in regular session Wednesday, August 18, 2021, unanimously resolved to accept the petition of James R. Bane, Sr. for approval to establish a family cemetery on his property as part of the NE ¼ of the NE ¼ of Section 15, T205, R11W, consisting of .25 acres and as more particularly described that certain survey as attached hereunto:



Melvin L. Vines  
County Administrator  
August 18, 2021

EX-8-1

IN THE MATTER OF THE  
BANE FAMILY CEMETERY

www.ck12.org

## ORDER ESTABLISHING A FAMILY CEMETERY

WHEREAS, the said application and plat has been heretofore referred to the Tuscaloosa County Board of Health for an investigation of the advisability of the same from a sanitary standpoint, and the Tuscaloosa County Health Department having completed its investigation with a favorable recommendation; and

It is THEREFORE ORDERED, ADJUDGED AND DECREED that the application to establish a non-public, family cemetery on the portion of Bane family property submitted in Tuscaloosa County, Alabama, is granted and that such cemetery is hereby established in accordance with the survey heretofore filed with this office.

DONE AND ORDERED this 18<sup>th</sup> day of August, 2021.

Ex 8-1



POINT OF COMMENCEMENT  
IRON PIPE FOUND  
NORTH RIGHT-OF-WAY  
MARGIN PREWITT LOOP ROAD  
N:1206882.21  
E:1918248.74

SOIL REPORT

SOIL BORE 1  
0"-2" 10YR 2/2  
2"-18" 10YR 5/8  
18"-36" 7.5YR 4/6  
36"-60" 7.5YR 5/8  
Ø48"  
7.5YR 7/1 MOTTLES  
10R 3/6 MOTTLES

SOIL BORE 1  
0"-2" 10YR 2/2  
2"-18" 10YR 5/8  
18"-36" 7.5YR 4/6  
36"-60" 7.5YR 5/8  
Ø54"  
7.5YR 7/1 MOTTLES  
10R 3/6 MOTTLES

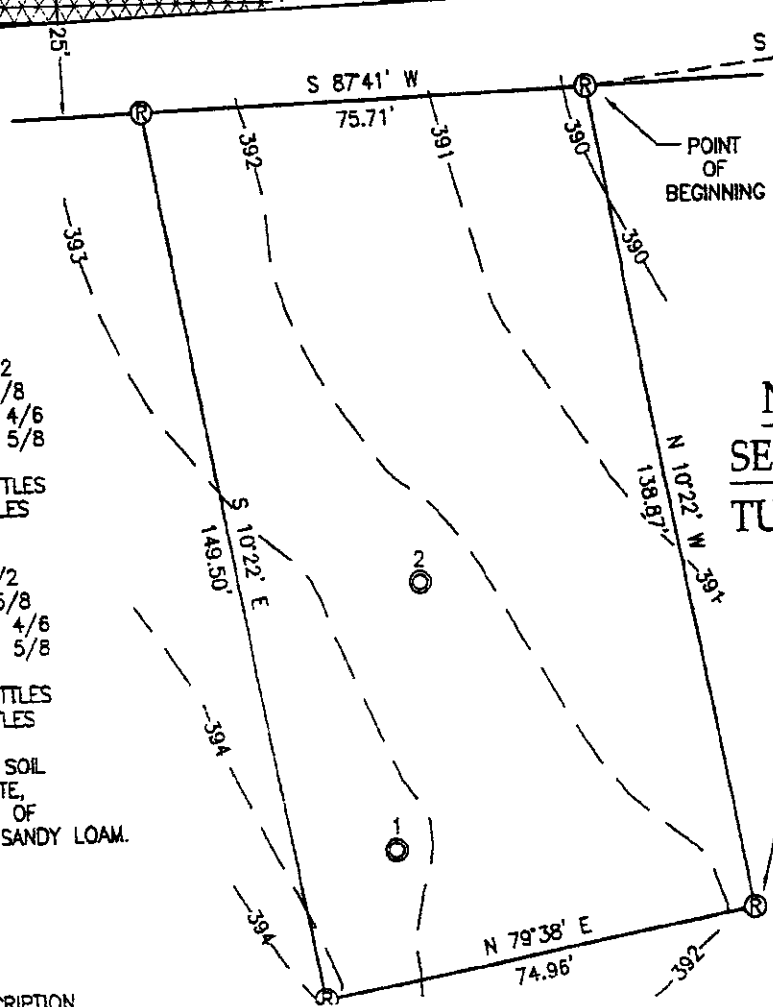
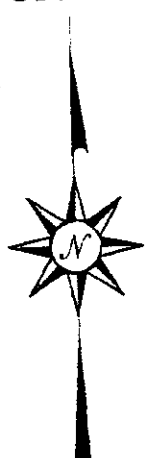
AS PER USDA SOIL  
SURVEY WEBSITE,  
SITE CONSISTS OF  
RUSTON FINE SANDY LOAM.

LEGAL DESCRIPTION

**BANE FAMILY  
CEMETERY**  
**PART OF THE**  
**NE1/4 OF THE NE1/4**  
**SECTION 15, T20S, R11W**  
**TUSCALOOSA COUNTY**  
**ALABAMA**  
**0.25 ACRES**

POINT  
OF  
BEGINNING

SITE BENCHMARK  
ELEVATION 391.93  
NAVD88



8-1



- LEGAL DESCRIPTION -

Part of the Northeast Quarter of the Northeast Quarter of Section 15, Township 20 South, Range 11 West, Tuscaloosa County, Alabama, being more particularly described as follows: As a Point of Commencement, start on an iron pipe found on the North Right-of-Way margin of Prewitt Loop Road (having the State Plane Coordinates of North 1206882.21, East 1918248.74, NAD83, Alabama West Zone 102); thence run South 82 degrees 59 minutes West to a capped rebar set on the South Right-of-Way margin of said Prewitt Loop Road (twenty-five feet from centerline) and the POINT OF BEGINNING; thence run South 87 degrees 41 minutes West along said South Right-of-Way margin for a distance of 75.71 feet to a capped rebar set; thence run South 10 degrees 22 minutes East for a distance of 149.50 feet to a capped rebar set; thence run North 79 degrees 38 minutes East for a distance of 74.96 feet to a capped rebar set; thence run North 10 degrees 22 minutes West for a distance of 138.87 feet to the POINT OF BEGINNING, said parcel containing 0.25 acres.

STATE OF ALABAMA  
TUSCALOOSA COUNTY

TO WHOM IT MAY CONCERN:

I, James Gary Cobb, a Registered Professional Land Surveyor in the State of Alabama, of the firm of Black Warrior Surveying, LLC, hereby certify that I have surveyed the property shown hereon and that said plat is a true and correct mapping of said survey to the best of my professional knowledge and belief. I further certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama.

Witness my hand on this the 30th day of May, 2021.

*James Gary Cobb*

REGISTERED PROFESSIONAL LAND SURVEYOR  
ALABAMA REGISTRATION NO. 30339



NOTES:

- 1.) This survey was prepared without the benefit of a title report and does not indicate all encumbrances on the property.
- 2.) No instruments of record were supplied to the surveyor regarding easement, right-of-way, etc.
- 3.) This survey was prepared for James Bane. This survey may not be used by any third party without the expressed written permission of the party it was prepared for.
- 4.) Bearings based on GPS observations.
- 5.) No proposed or existing areas of cut or fill.
- 6.) No existing or proposed surface water impoundments.
- 7.) No existing or proposed wells within 100 feet of this parcel.
- 8.) Parcel is not located in special flood hazard area as per Flood Insurance Rate Map 01125C0325G.

ADJOINING PROPERTY OWNERS

DORIS WALKER  
16365 ROMULUS ROAD  
BUHL, AL 35446

HAROLD WEST  
P. O. BOX 489  
WINFIELD, AL 35594

SUSAN KENDRICK  
14109 PREWITT LOOP ROAD  
NORTHPORT, AL 35475

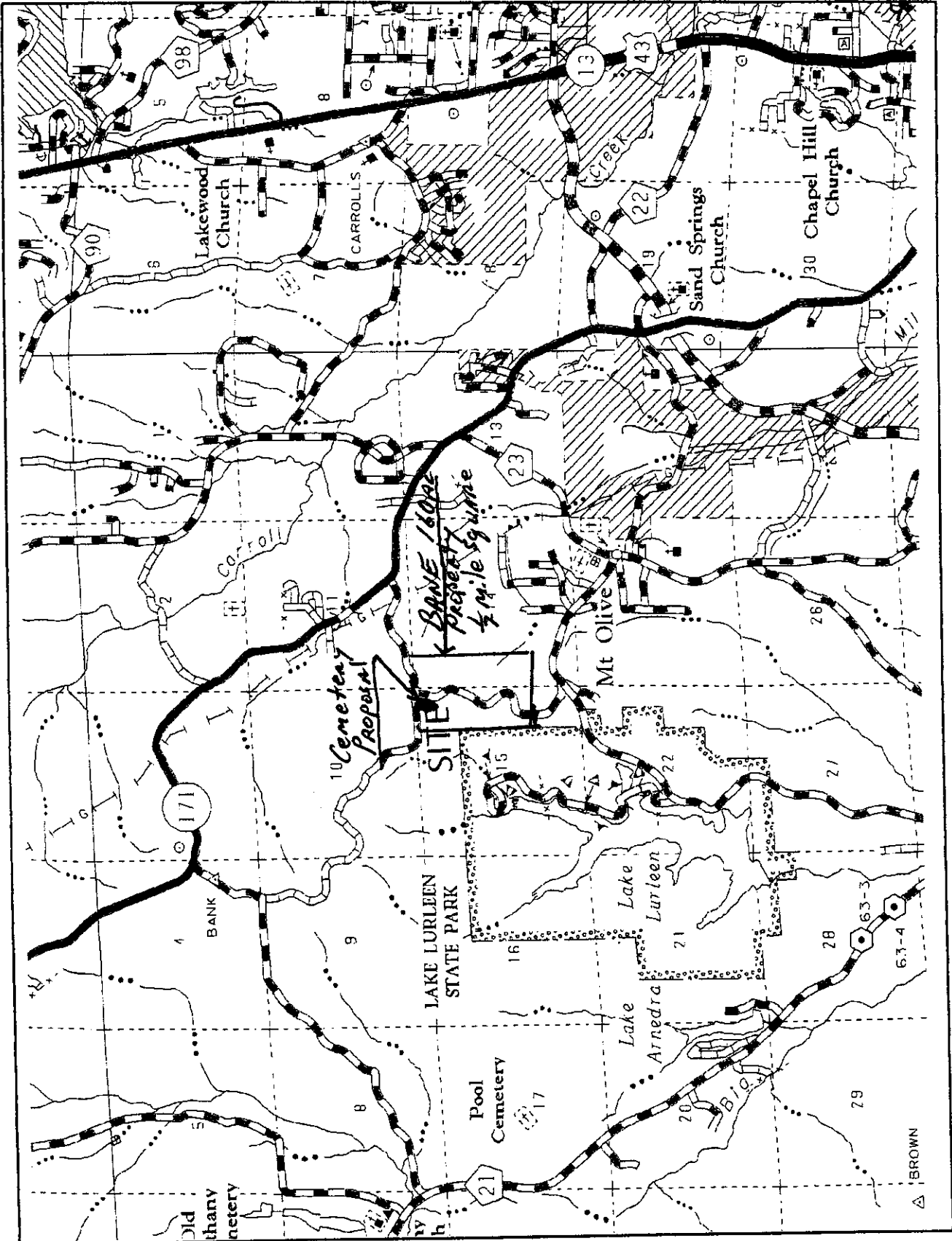
LEGEND

PROPERTY LINE	_____
CONTOUR LINE (EXISTING)	_____ 390 _____
PIPE FOUND	●
CAPPED REBAR SET CA-915-S	Ⓡ
SOIL BORING	⊙

SHEET 1 OF 1

TYPE OF SURVEY: CEMETERY  
DATE OF SURVEY: 5/27/21  
SOURCE OF TITLE: DEED BOOK 2017  
PAGE 11180  
FILE NAME : 21-0523 BANECEMETERY  
SCALE 1" = 30'

**BLACK WARRIOR SURVEYING, LLC**  
949 PIN BROOK LANE  
TUSCALOOSA, ALABAMA 35406  
205-391-8878 205-393-4264



# **BANE FAMILY CEMETERY** **VICINITY MAP**

Ex-1

STATE OF ALABAMA       §

TUSCALOOSA COUNTY     §

**RESOLUTION ACCEPTING PRELIMINARY PLAT**

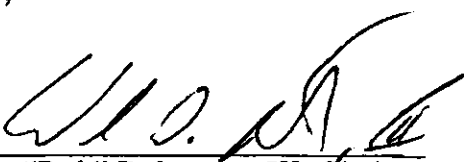
**Lee Place  
Resurvey of Lot 2**

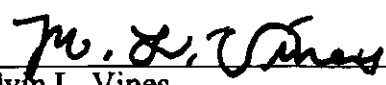
**WHEREAS**, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

**WHEREAS**, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

**NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION** that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 18th day of August, 2021.

  
\_\_\_\_\_  
Ward D. "Rob" Robertson III, Chairman  
Tuscaloosa County Commission

  
\_\_\_\_\_  
Melvin L. Vines  
County Administrator

OK 8-2



Rebuild Alabama - FY 2022  
TUSCALOOSA COUNTY

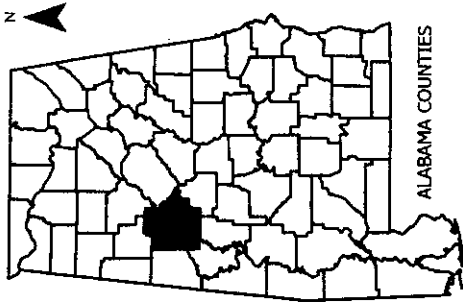


Date Approved by Tuscaloosa County Commission: August 18, 2021

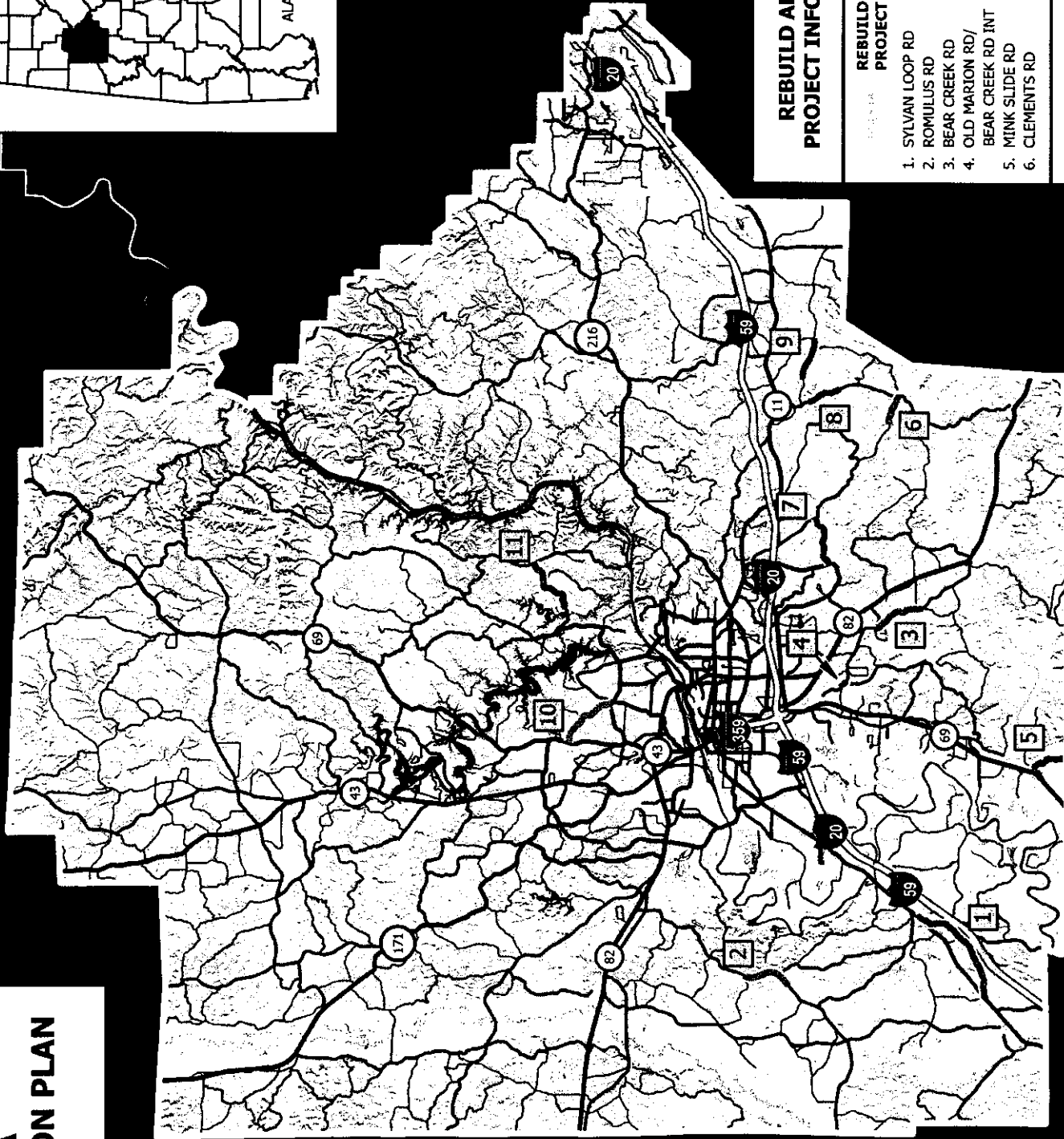
Map Index	Project Number	Road Name	Begin		End		Project Type		Length (miles)	Description of Work	Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (list fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat	Long	Lat	Long	Road	Bridge								
										Estimated Beginning Balance					\$0	\$0
										Estimated Annual Revenue					\$2,242,373	\$400,000
1	RA-TCP-001-22	Sylvan Loop Road	33.0900	87.6906	33.0519	87.7458	X		4.67	resurface, stripe	\$375,804	\$375,804		CRAF	\$375,804	
2	RA-TCP-002-22	Romulus Road	33.1879	87.7314	33.1587	87.7456	X		2.25	resurface, stripe	\$196,704	\$196,704		CRAF	\$196,704	
3	RA-TCP-003-22	Bear Creek Road	33.0873	87.4781	33.1131	87.4918	X		2.12	resurface, stripe	\$192,708	\$192,708		CRAF	\$192,708	
4	RA-TCP-004-22	Bear Creek / Old Marion Int	33.1314	87.5284	33.1334	87.5307	X		0.45	resurface, stripe	\$40,905	\$40,905		CRAF	\$40,905	
5	RA-TCP-005-22	Mink Slide Road	33.0044	87.5817	33.0232	87.588	X		1.52	resurface, stripe	\$135,699	\$135,699		CRAF	\$135,699	
6	RA-TCP-006-22	Clements Rd / Hagler Coaling to Leeman In	33.1062	87.3514	33.1006	87.3324	X		1.55	resurface, stripe	\$164,563	\$164,563		CRAF	\$164,563	
7	RA-TCP-007-22	Jim Jones Rd	33.1408	87.4479	33.1482	87.4165	X		2.08	resurface, stripe	\$185,488	\$185,488		CRAF	\$185,488	
8	RA-TCP-008-22	Hagler Coaling	33.1342	87.3277	33.1559	87.3388	X		1.41	resurface, stripe	\$123,267	\$123,267		CRAF	\$123,267	
9	RA-TCP-009-22	Wire Road / Dudley Rd to end of surface treatment	33.1565	87.3287	33.1449	87.2933	X		2.20	resurface, stripe	\$243,314	\$243,314		CRAF	\$243,314	
10	RA-TCP-010-22	Martin Road	33.2653	87.5438	33.2895	87.5689	X		2.50	resurface, stripe	\$333,320	\$333,320		CRAF	\$333,320	
11	RA-TCP-011-22	Lake Nicol Rd / County Portion	33.3092	87.4478	33.2911	87.4787	X		2.54	resurface, stripe	\$222,056	\$222,056		CRAF	\$222,056	\$400,000
		Federal aid balance match														
Totals										Total Estimated Costs	\$2,213,828	\$2,213,828	\$0	TOTAL CRAF/FAEF Remaining Estimated	\$28,545	\$0
Total Miles Addressed by Tuscaloosa County Transportation Plan										23.29						

EX 8-3

# TUSCALOOSA COUNTY, ALABAMA TRANSPORTATION PLAN FY 2022



ALABAMA COUNTIES



## REBUILD ALABAMA PROJECT INFORMATION

### REBUILD ALABAMA PROJECT LOCATIONS

1. SYLVAN LOOP RD
2. ROMULUS RD
3. BEAR CREEK RD
4. OLD MARION RD/
5. BEAR CREEK RD INT
6. MINK SLIDE RD
7. JIM JONES RD
8. HAGLER
9. COALING RD
10. WIRE RD
11. MARTIN RD
12. LAKE NICOL RD
13. CLEMENTS RD



REBUILD

483

**PROFESSIONAL CONSULTING AND PROJECT SERVICES  
AGREEMENT**

**For  
AEMA/FEMA HMGP Application Development  
Tuscaloosa County Commission, Alabama Tornado Safe Room**

**(Agreement)**

**EnCompass360, Inc. will provide professional consulting and application development services related to Tuscaloosa County Commission, Alabama's HMGP Application for Submission, Review and Approval by AEMA and FEMA.**

**Between  
EnCompass360, Inc.  
And  
Tuscaloosa County Commission, Alabama**

This Agreement, effective as of August 16, 2021, is entered into between **EnCompass360, Inc.** (hereinafter called "**EC360**"), and **The Tuscaloosa County Commission, Alabama.** (hereinafter called "**TCC**"), for the purpose of providing AEMA/FEMA HMGP professional consulting and application development services related to the submission, review, and approval by AEMA and FEMA – Phase 1.

This agreement for FEMA application development, submission, and monitoring, includes all architect, engineering, mapping/photography, budgeting, benefit cost analysis, required FEMA documentation, monitoring and Request for Information (RFIs) during AEMA/FEMA review and up to FEMA approval.

This agreement for professional services does not have a contingency clause and the scope of work and activities will be carried out consistent with FEMA laws, regulations, and eligibility guidelines. Therefore, this agreement is not contingent upon the issuance of a Presidential declaration or FEMA's approval or obligation of funds for this project.

**EC360** is not employed by FEMA or Alabama Emergency Management Agency (AEMA).

**1. EnCompass360 - Phase 1 Tasks**

Project Tasks related to professional consulting and HMGP application development services for the submission, review, and approval by AEMA and FEMA – Phase 1.

- Professional Consulting and HMGP Application Development - Phase 1
  - Provide safe room solutions, options, and costs to be considered by client.

- Prepare initial safe room design drawings and specs for FEMA review Certified Architect.
- Prepare Generator Sizing and Data Sheets by Certified Electrical Engineer.
- Perform Peer Review of Safe Room Design and Specs by 2<sup>nd</sup> Certified Architect
- Primary and Alternate locations as required by FEMA for safe room
- Prepare Construction and Soft cost estimate for safe room budget
- Prepare Multiple Maps (Population Supported, FIRM, TOPO, QUAD, Street)
- Prepare Site Photos
- Prepare and Run Benefit Costs Analysis
- Prepare environmental and historical data and request for approval by Alabama SHPO, and for FEMA review and approval.
- Include County Mitigation Plan and assure clients inclusion in that plan
- Prepare and Include Area Damage, Risk Assessment, and Historical Event Data
- Prepare all AEMA and FEMA Agreements for approval and execution
- Prepare Preliminary Safe Room Maintenance and Operations Plan
- Input all data into AEMA Automated HMGP application system for client's signature and submission to AEMA and FEMA for review.
- Monitor and respond to any AEMA or FEMA request for information during project review for approval.
- Project and Grant Management Tasks related to the approved AEMA/FEMA HMGP project which includes Phase 2 - Detailed Design/Specs, Bidding, Construction, and Project Closeout will be a separate agreement executed between **EnCompass360** and **TCC** upon approval of this project by FEMA/AEMA.

## **2 EC360 Project Fee Payment for Phase 1**

These fees cover cost(s) incurred during the development of this FEMA HMGP application, including submission, monitoring, responding to RFIs during the AEMA/FEMA review, but prior to the date of the grant award or final approval, and are identified as pre-award costs.

These pre-award cost(s) fees can be included in the project application for FEMA 75% reimbursement approval by FEMA.

FEMA has the option of approving or disapproving pre-award costs directly related to the development and submission of the HMGP application.

**EnCompass360 Professional Services Fee Pre-Award HMGP Application Development Costs**

- Pre-Award Application Development Fee includes all tasks identified in Phase 1 (See above tasks descriptions)
- EnCompass360's Pre-Award Application Development Fee will be **\$65,000**.
- Encompass360's Fee will be broken into **\$32,500** due upon execution of agreement, and **\$32,500** due upon submission of application to FEMA/AEMA for review.
- Pre-Award Application Development Fee is not contingent on FEMA approval or Obligation of funds.
- Pre-Award Application Development Fee will be due upon execution of this agreement by both parties.
- Payment(s) shall be made to EnCompass360, Inc., P.O. Box 1628, Gardendale, Alabama, 35071
- Delinquent payments shall bear interest at the rate of 18% annually.

**3 Proprietary Information**

During the term of this Agreement, EC360 and TCC shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. EC360 and TCC each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is designated in writing or by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Agreement provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

- 3.1 In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party;
- 3.2 Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition;
- 3.3 Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information;



- 3.4 Used or disclosed with the prior written approval of the disclosing party;
- 3.5 Furnished by the disclosing party to the Client with "unlimited rights";
- 3.6 Disclosed without restriction to the receiving party from a source other than the disclosing party; or
- 3.7 Used or disclosed after a period of three (3) years after the date of receipt;

4. Inventions and Patents

Inventions conceived solely by employees of EC360 shall belong exclusively to EC360. Inventions conceived solely by employees of the TCC shall belong exclusively to the TCC. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by applicable regulations, or the terms of the prime contractor resultant subcontract between the parties. Except as stated in the preceding paragraph, nothing contained in this Agreement shall be deemed, by implication to grant any right or license in respect of any patents, inventions or technical information at any time owned by the other party.

5. Relationship

Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein.

Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties, except as may be provided for in any resultant subcontract agreed to between the parties. The cooperation of the parties is for the purpose of complementing their respective capabilities to submit the highest quality product as possible.

6. Publicity and News Release

No releases shall be made to the news media or the general public relating to participation on the opportunity by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld. The parties further agree that news releases made by either of them shall recognize the participation and contributions of the other party.

EX-4

7. Indemnity

The employees of EC360 and TCC shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of classified information. Each party agrees to indemnify and save harmless the other party from and against all claims for:

- 7.1 Damage to, or loss of use of, the other party's property; and
- 7.2 Injury or death of any of the other party's employees or agents, to the extent any such damage, injury or death is caused by any act or omission to act, including negligence, of the indemnifying party's employees or agents in connection with performance under this Agreement.

8. Assignment

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party without the prior written consent of the other party, except that, without securing such prior consent, either party shall have the right to assign this Agreement to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the assets of such party relating to the subject matter of this Agreement; provided, however, that such successor shall expressly assume all of the obligations of such party/ under this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof, and supersedes all prior representations and agreements, verbal or written. It shall not be varied, except by an instrument in writing of subsequent date and duly executed by an authorized representative of each party. Paragraph headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement. The validity, construction, scope and performance of this Agreement shall be governed by the laws of the State of Alabama.

10. Limitation of Liability

AEMA and FEMA HMGP projects are grant awards and EC360 shall not be held liable for the decisions of AEMA or FEMA on eligible or ineligible items or disapproval of the entire project.

Neither party shall be liable to the other for any indirect, incidental, special or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise.

11. Conduction and Obligations

- 11.1 There shall be no litigation or proceeding pending or threatened against the party or any of its officers or employees (i) which is for the purpose of enjoining or otherwise restricting the activities contemplated by this Agreement, or otherwise claiming that any such activity is improper, (ii) which would adversely affect the rights and/or capabilities of the party in respect of such activities, or (iii) which, in the judgment of the Officers of either party, would make the continuation of such activities inadvisable.
- 11.2 During the period that this Agreement is in force and throughout the period of performance of any resultant contract or subcontract arrangements, including extensions or modifications thereto, the parties hereto agree that neither shall directly solicit for employment, any technical or professional employees of the other assigned to work on the contract/subcontract, without the prior written approval of the party whose employee is being considered for employment

12. Scope of Agreement

This Agreement shall relate only to the opportunity specified herein, and nothing herein shall be deemed to:

- 12.1 Confer any right or impose any obligation or restriction on either party with respect to any other program effort or marketing activity at any time undertaken by either party hereto, jointly or separately: or
- 12.2 Nothing herein shall constrain either party from engaging in its standard business practices.

13. Compliance with Laws

The parties, in the performance of this Agreement, shall comply with all applicable federal, state and local laws and ordinances, including all regulations thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Tuscaloosa County Commission

By: 

Name: Ward D. Robertson, III

Title: Chairman

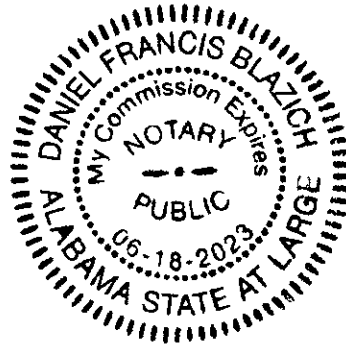
EnCompass360, Inc.

By: 

Name: William E. Culpepper Jr.

Title: EnCompass360 - President

*Daniel Francis Blazich*  
Notary of Public



# APPROVAL OF WARRANTS

July 2021

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	51198 - 51266	\$4,019,486.14
001 SPECIAL SALES TAX	-	
112 ROAD & BRIDGE	16142 - 16203	\$1,432,432.38
116 CAPITAL IMPROVEMENT	-	
117 RRR GAS TAX	-	
120 REAPPRAISAL	4014 - 4020	\$225,393.69
160 COMMUNITY DEVELOP	1932 - 1932	\$1,724.00
710 PAYROLL-DIR DEP	10184 - 10630	\$682,897.39
710 PAYROLL-CHECKS	66204 - 66215	\$11,813.71
710 PAYROLL-CHECKS	10631 - 11075	\$687,420.85
710 PAYROLL-DIR DEP	66216 - 66227	\$12,919.59
710 PAYROLL-CHECKS	11076 - 11515	\$714,643.34
710 PAYROLL-DIR DEP	66228 - 66239	\$12,266.83
710 PAYROLL-CHECKS	97639 - 97649	\$2,351,514.67
720 EXCESS LAND SALES	492 - 496	\$4,949.33
730 FIDUCIARY	47 - 47	\$45,000.00
750 PISTOL PERMIT	-	
780 E911	-	
781 GAS TAX BONDING	-	
783 GENERAL LIABILITY	-	
783 WORKMEN'S COMP	213 - 213	\$9,584.73
783 WORKMEN'S COMP	-	
783 HEALTH INSURANCE	18 - 18	\$604,192.07
784 TAX COLL SPECIAL	-	
785 TAX ASSR SPECIAL	-	
786 MFG HOMES	-	
787 MOTOR VEH TRAINING	-	
AP CLEARING	1 - 135	\$1,243,795.97
		\$12,060,034.69

REVIEWED BY:

*April L. Hoffman*

APRIL L. HOFFMAN, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, ROB ROBERTSON

*Rob Robertson*

COMMISSIONER, STAN ACKER

*Stan Ackers*

COMMISSIONER, JERRY TINGLE

*Jerry M. Tingle*

COMMISSIONER, MARK C. NELSON

*Mark C. Nelson*

COMMISSIONER, REGINALD MURRAY

*Reginald Murray*

288-5



TABULATION OF BIDS

Tuscaloosa County, Alabama  
A Facility for the Tuscaloosa County Sheriff's Department  
PEMB Trade Package

Trade Contractor Bid Package TCSO-01

Bid Date: Tuesday, August 10, 2022, at 10:00 AM

Trade Contractor	GC License	Addenda Acknowledgment	Add / Deduct on Envelope	Bonding Company	Base Bid on Proposal	Base Bid Procurement Time	Adjusted Bid	Alternate # 1 (Procurement Time - 230 Calendar Days (7 Months))	TOTAL BID
Brian Harkin Construction Co., Inc.	20702	1	\$	Hartford Fire Insurance Company	\$ 1,085,300.00	336 350 calendar days	\$ 1,085,300.00	\$ 757,000.00	\$ 1,337,300.00
Harpole Steel Buildings, Inc.	37599	1	\$	\$10,000 Bid Bond Check	\$ 1,362,716.00	273 calendar days	\$ 1,362,716.00	\$ 183,725.00	\$ 1,546,441.00
Metal Roofing Solutions, Inc.	44934	1	\$ 5,000.00	Granger Co., Inc.	\$ 1,249,900.00	210 calendar days	\$ 1,254,900.00	\$	\$ 1,254,900.00
							\$		\$

I certify that the above bid tabulations are a true and correct listing of all bids received.

By: Tim Harrison  
Tim Harrison  
Harrison Construction Company, Inc.

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project. Sworn to and subscribed before me on this 10th day of August, 2022.

Notary Public: Joanna Dawson My Commission Expires: 11/15/25

\*Metal Roofing Solutions, Inc.'s bid was not sealed. Also, envelope adjustment was not dated. Adjustment is also not under or whether it applied to base bid or alternate #1.

By: Joanna Dawson  
Joanna Dawson, MIA  
Joanna Dawson Architects, LLC



2882

Quote Number: 32441

Quote Date: July 29, 2021



SAVEMORE COMMERCIAL LAUNDRY EQUIP  
5182 GREEN VALLEY RD  
SOUTHSIDE, AL 35907  
Quoted By: Dennis M. Harker  
Phone: 256-312-2748  
Email: dennis.harker33@gmail.com

**Prepared For:**

Tuscaloosa County Jail  
Rick Stevenson  
1600 26th Avenue  
Tuscaloosa, AL 35401  
205-361-0039 or 205-799-6269  
USA  
rstevenson@tuscco.com

Required Date: August 9, 2021

Thank you for the opportunity to quote. This quote is valid for 30 days, and reflects any discounts currently available. Taxes and fees are estimated and may change without notice. Please use the above quotation number when corresponding with us. Machinery specifications and other information is available at: [www.bandtech.com](http://www.bandtech.com) All prices shown are USD.

Line	Qty	Description	List Price	Your Price	Line Price
1	3	SP-50 50 pound softmount washer-extractor <b>Standard Features:</b> <ul style="list-style-type: none"> <li>• 350G Extract Force</li> <li>• Advanced Microcomputer, PC programmable</li> <li>• 6 connections for automatic chemical injection</li> <li>• Stainless Steel cabinet. All parts in contact with the wash solution made of 304 (18/8) stainless steel.</li> <li>• Inverter drive - programmable variable speed</li> <li>• Single motor drive</li> </ul>	\$ 15,795.00	\$ 12,636.00	\$ 37,908.00
2	4	DE-50 Gas 50 pound tumble dryer, 208-230V,3PH,50-60Hz, with Fire Safety Suppression System <b>Standard Features:</b> <ul style="list-style-type: none"> <li>• Stainless Steel Cylinder</li> <li>• Door interlock</li> <li>• Automatic signal when lint screen is full</li> <li>• Washer-Extractor style cylinder and shaft</li> <li>• V-belt drive</li> <li>• Cycle indicator lights</li> </ul>	\$ 6,340.00	\$ 5,072.00	\$ 20,288.00



SP SERIES



DE SERIES

24-7

Line	Qty	Description	List Price	Your Price	Line Price
3	4	Lasso Stainless Steel External Lint Filter for DE 50 Dryer model LLSB-8	\$ 1,850.00	\$ 1,665.00	\$ 6,660.00
4	1	Freight charges to be determined	\$ 3,524.63	\$ 3,524.63	\$ 3,524.63
5	1	Installation Charges Savemore will deliver equipment to jobsite and set in place and train staff on equipment usage and features. As per bid requirements and specification. Savemore will remove old current equipment and dispose of same as per bid requirements	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00

08857




Line	Qty	Description	List Price	Your Price	Line Price
6	1	One (1) year warranty on wear and tear parts (belts, gaskets, hoses, etc.) One (1) year warranty on most other parts Five (5) year warranty on shell, frame, basket, and structural components Refer to warranty certificate for complete details	\$ 0.00	\$ 0.00	\$ 0.00
Total, USD: \$ 74,880.63					

008-7

Signature Page

Purchaser represents that Purchaser has READ and ACCEPTS without qualification, all of the terms and conditions of sale and that all representations, written and oral made by the Seller are incorporated herein.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Seller:  \_\_\_\_\_ Date: 7-29-2021

Quote Number: 32441

Quote Total, USD: \$ 74,880.63

EX-8-7



## ALABAMA DEPARTMENT OF TRANSPORTATION

*Design Bureau*

1409 Coliseum Boulevard, Montgomery, Alabama 36110

P.O. Box 303050, Montgomery, Alabama 36130-3050

Phone: 334-242-6178 FAX: 334-269-0826



Kay Ivey  
Governor

August 2, 2021

John R. Cooper  
Transportation Director

Tuscaloosa County Courthouse  
Deputy Tax Assessor  
714 Greensboro Avenue Rm. 108  
Tuscaloosa, AL 35401

Attention: Leigh Ann Fair

RE: Mapping Agreement

Ms. Fair,

Attached please find a copy of our Digital Information Cooperative Agreement. The total grant amount for this agreement is \$10,000. The Alabama Department of Transportation (ALDOT) will provide \$8,000.00 (80%) of these funds with the remaining \$2,000 (20% match) coming from the funds the county is utilizing for this project.

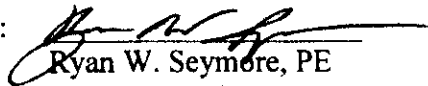
Please review these documents thoroughly. If Tuscaloosa County is in acceptance of these terms, please complete, notarize, and return the Agreement, the Resolution, and the Estimate of Expenditures to this office, Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

Stanley C. Biddick, PE  
State Design Engineer

BY:

  
Ryan W. Seymore, PE  
Location Engineer

SCB/RWS/kmf  
Attachment

C: File

08-8

## **DIGITAL INFORMATION COOPERATIVE AGREEMENT**

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the 18<sup>th</sup> day of August, 2021 by and between the Tuscaloosa County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

### **RECITALS**

**WHEREAS**, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Tuscaloosa County;

**WHEREAS**, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

**WHEREAS**, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

**WHEREAS**, it has been determined that each of the agencies maintain some information that is similar and overlapping;

**WHEREAS**, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

**NOW THEREFORE**, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

### **Section 1. Contributions and Responsibilities**

**1.01 Definitions.** As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2021 computerized mapping project.

**1.02** The County has entered into a contract with G-Squared to acquire digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama Department of Revenue's Property Tax

Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for a federal grant in the amount of **\$10,000** to be applied toward the completion of the 2021 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$8,000**) and the county will provide the remaining 20% (**\$2,000**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- (c) The COUNTY shall provide the ALDOT a copy of the 2021 photography contract.
- (d) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2021 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2021. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2021, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

## **Section 2. Term and Termination**

**2.01 Term.** The term of this Agreement shall commence on the date of execution by the Governor of Alabama, and shall continue for one year.

**2.02 Termination.** Either party may terminate this Agreement by giving a thirty (30) day written notice. Either party may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

**Section 3. Assignment.** Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

**Section 4. Force Majeure.** No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

**Section 5. Successors and Assigns.** This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

**Section 6. No Third Parties Benefited.** This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

**Section 7. Miscellaneous.** This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

**Section 8. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Section 9.** By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

**Section 10.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**Section 11.** By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312. The Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**Section 12.** The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials agents, servants, and employees.

**Section 13.** For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SEAL:

ATTEST:

Tara Scott  
(Notary Signature) *my com. expires 11/18/23*  
Tara Scott  
Type Name

TUSCALOOSA COUNTY, ALABAMA  
W.D. Robertson, III  
County Commission, Chairman  
Ward D. Robertson, III  
Type Name (County Commission Chairman)

THIS AGREEMENT HAS BEEN LEGALLY  
REVIEWED AND APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Chief Counsel, William F. Patty  
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
State Design Engineer, Stanley C. Biddick, PE  
Alabama Department of Transportation

\_\_\_\_\_  
Chief Engineer, Edward N. Austin, PE  
Alabama Department of Transportation

STATE OF ALABAMA  
ACTING BY AND THROUGH THE  
ALABAMA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Governor of Alabama, Kay Ivey

ex 88



RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2021 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 18th day of August, 2021.

ATTESTED:

M. L. Vines  
County Clerk

[Signature]  
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 18 day of August, 2021, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 18th day of August, 2021.

M. L. Vines  
County Clerk

SEAL

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,

U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EX 8-8

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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.

ALABAMA DEPARTMENT OF TRANSPORTATION

COUNTY COMMISSION of TUSCALOOSA COUNTY  
Governing Board

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location: TUSCALOOSA, AL Project Number: SPR 0001 (064)

For Period as Listed From: 1/15/2021 to 1/30/2021 Estimate No. 1F  
Invoice Date Invoice No. 6372100064-01F

Description of Work	Unit	Unit Price	This Month		To Date	
			Quantity	Amount	Quantity	Amount
ACQUISITION OF:				\$10,000		\$10,000
DIGITAL ORTHO-PHOTOGRAPHY AND						
UPDATED MAPPING OF COUNTY						
Total Construction Cost				\$10,000		\$10,000
Less % Retainage						
Sub Total						
Plus Eng. & Insp.	Previous	Current	To Date			
Preliminary Engineering						
Construction Engineering						
Total Eng. & Insp.						
Total Construction & Engineering Cost				\$10,000		\$10,000
Less Previous 20% Payment(s) by County				\$2,000		\$2,000
Less Deduction(s)						
Net Amount of Current Participation						
Amount Claimed 80%				\$8,000		\$8,000

I certify this estimate to be correct, due and unpaid.

We hereby accept this estimate as being correct, due and unpaid.

*April Hoffman*

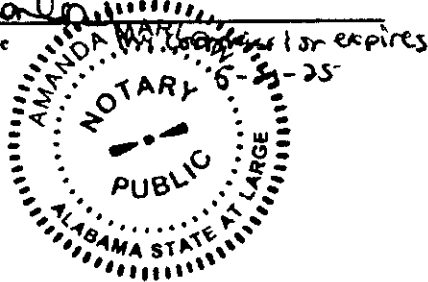
Authorized County Official

STATE OF ALABAMA County of Tuscaloosa  
Sworn and Subscribed to before me this 18th day of August 2021.

Final Estimate Only

Approved: \_\_\_\_\_  
State Design Engineer

*Amanda Malone*  
Notary of Public



EX-8