

TUSCALOOSA COUNTY COMMISSION

MEETING

October 9, 2002

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:

Mike Richardson  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to adopt a resolution to enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, to cooperate in the construction of a 3@34' precast bridge on Brownville Pike over Sipsey River (Bridge #1); and further authorized the Chairman of the Commission to execute said agreement.

Exhibit 10-1, Pages 321-326

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to adopt a resolution to enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, to cooperate in the construction of a 3@34' precast bridge on Brownville Pike over Sipsey River (Bridge #2); and further authorized the Chairman of the Commission to execute said agreement.

Exhibit 10-2, Pages 327-332

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to adopt a resolution agreeing to all of the provisions of any required agreement(s) between Tuscaloosa County and the State of Alabama Department of Transportation related to undertaking a state-funded county road resurfacing project (ST-063-888-028 - 2nd half of phase six) on various county roads which are further described on the attached list.

Exhibit 10-3, Pages 333-334

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for motorgrader blades to Batey and Sanders Inc. as the low bidder meeting specifications. The bids were opened on October 2, 2002.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Attorney Robert Spence to put a property owner (Ralph Dyer) on a ten day notice to resolve a drainage problem in the Johnson Road/Taylor Circle area; and if necessary, to obtain a Right of Entry to cut in a ditch to resolve the issue. The drainage problem allegedly occurred after Mr. Dyer filled in a holding pond on his property.

Planning Director Farrington Snipes presented a report on the Countywide Water Project. Two of the phases of the project will be bid on October 24, 2002, with an estimated total cost of \$572,600.00.

Exhibit 10-4, Page 335

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution authorizing execution of a contract agreement with Metro Animal Shelter, Inc. for animal shelter services in the amount of \$275,000 per year for three (3) years, with Tuscaloosa County paying 41% of said amount.

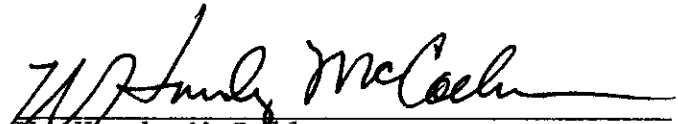
Exhibit 10-5, Pages 336-337


Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to not meet the following week due to some commission members attending an E-911 meeting.

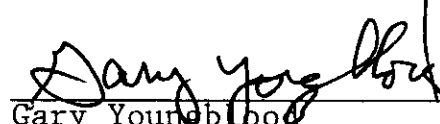
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously for the county to begin re-working the first road to the left off of Hillcrest School Road.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to request the Alabama Department of Transportation for a traffic light at the intersection of U.S. Highway 11S and Gainesville Road at the Fosters Post Office.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 23, 2002.

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

  
Mike Richardson  
Commissioner - District I

  
Gary Youngblood  
Commissioner - District II

  
Bobby Miller  
Commission - District III

  
Reginald Murray  
Commissioner - District IV

OCT 28 2002

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 :

Precast bridge on Brownville Pike over Sipsy River (Bridge #1).

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 9th day of October,  
20 02.

ATTESTED:

Robert H. Johnston  
County Clerk (KS)

W. Andy McCall  
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

9th day of October, 20 02, 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

9th day of October, 20 02.

Robert H. Johnston  
County Clerk (KS)

SEAL

**A G R E E M E N T  
NEGOTIATED**

This Agreement made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63 6001719 ) party of the second part (hereinafter called the County):

W I T N E S S E T H:

WHEREAS, the State and County desire to cooperate in the construction of a 3 @ 34' precast bridge on Brownville Pike over Sipsey River (Bridge #1). Length - 0.019 mile. BIN 013801. Project No. BRZ-6300(203), TCP 63-89-99. CPMS Ref. # 100042136.

WHEREAS, the members of the County Governing Body of TUSCALOOSA COUNTY have requested that the work be performed by County Forces and equipment in accordance with the agreed upon unit cost prices shown herein, which request has been approved by the Transportation Director:

NOW THEREFORE, it is mutually agreed by and between the STATE and TUSCALOOSA COUNTY as follows:

A. That the work described above be performed by the County at the following Unit Cost Prices:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
163	CuYd	Unclassified Excavation	5.85	953.55
1	Lump	Mobilization	10,340.48	10,340.48
1081	Ton	Loose Riprap, Class 2	18.00	19,458.00
766	SqYd	Filter Blanket	2.25	1,723.50
50	LF	Steel Beam Guardrail, class A, type 2	15.51	775.50
4	Each	Guardrail End Anchor, Type 13	900.00	3,600.00
4	Each	Guardrail End Anchor, Type 10 Series	1,165.92	4,663.68
60	Each	Hay Bales	4.84	290.40
220	Ton	Temporary Riprap, Class 2	23.02	5,064.40
840	LF	Silt Fence, Type A	3.44	2,889.60
1	Lump	Engineering Controls	3,129.15	3,129.15
173	SqFt.	Construction Signs	10.71	1,852.83
12	Each	Barricades, Type III	233.06	2,796.72
6	Each	Warning Lights, Type B (Detachable Head)	292.50	1,755.00
1	Lump	Removal of Old Bridge, Sta. 24+78.03	5,400.00	5,400.00
144	Lb	Steel Reinforcement	1.07	154.08
1	Each	Steel Test Piles (HP 12X53) (Max. bid limited to \$2000 per each test pile.)	1,800.00	1,800.00
1	Each	Steel Test Piles (HP 14X73)(Max. bid limited to \$2000 per each test pile)	1,800.00	1,800.00
1	Each	Static Loading Tests (HP 12X53)(Max. bid limited to \$2000 per ea. Loading test)	1,800.00	1,800.00
1	Each	Static loading tests (HP 14X73)(Max. bid limited to \$2000 per each loading test)	1,800.00	1,800.00
890	LF	Steel Piling Furnished and Driven (HP 12X53)	21.06	18,743.40
469	LF	Steel Piling Furnished and Driven (HP 14X73)	23.49	11,016.81
2	Each	Wire Rope Abutment Anchor Assembly	1,831.56	3,663.12
18	CuYd	Bridge Substructure Concr., Class A	351.00	6,318.00
44	Each	Elastomeric Bearings, Type 1	63.00	2,772.00
2	Each	Precast Concr. Abutment Caps, 2'-0" Wide by 1'-8" deep by 33'-0" long	2,700.00	5,400.00
2	Each	Precast Concr. Intermediate bent caps, 2'-0" wide by 2'-0" deep by 31'-6" long	2,520.00	5,040.00
18	Each	Precast Concr. Type 1 span section, 3'-6" wide by 1'-9" deep by 34'-0" long	2,790.00	50,220.00
6	Each	Precast Concr. Type 2C Span section, 3'-6" wide by 1'-9" deep by 34'-0" long	2,367.00	14,202.00
4	Each	Precast Concr. Barrier Rail End Section, 34'-0" long	2,250.00	9,000.00
2	Each	Precast Concr. Barrier Rail Intermediate Section, 34'-0" Long	2,250.00	4,500.00
24	Each	Precast Concr. Abutment panels, type A3, 7'-4" long	441.00	10,584.00
12	Each	Precast concr. Wing panels, Type W3	556.72	6,680.64
4	Each	Precast concr. Abutment Wing Cap Panel	477.32	1,909.28
		Sub Total		222,096.14
		Plus E & I		33,314.42
		Total (Incl. E & I)		255,410.56

B. The County will furnish all Right-of-Way for project without cost to the State or project.

C. The County will adjust and/or relocate all utilities on the project without cost to the State or project.

D. The County will make the survey, complete the plans, and furnish all preliminary engineering for the project with County forces without cost to the State or project.

E. The County will furnish all construction engineering for the project with County forces. The cost of construction engineering will be included as part of the construction cost for the project.

F. The County will secure all permits and license of every nature and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

G. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

H. The State will not be liable for Federal Aid Funds in any amount. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the County from County Federal Aid Funds, if available, or from County Funds. In the event of an underrun in project costs, the amount of Federal Aid Funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

I. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds	\$ 204,328.45
County Funds	<u>51,082.11</u>
Total (Incl. E & I)	\$ 255,410.56

J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after the six (6) month period will not be eligible for payment.

K. For Negotiated Contracts, the County will complete the entire project within 60 working days (see Section 108 of the Standard Specifications), and will begin the construction work on the project within 15 days of the issuance of the Notice to Proceed (Work Authorization).

L. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2002 Edition, on this project and will ensure that the alignment and grades on this project meet the standards of the Alabama Department of Transportation.

M. Project plans will be approved by the State prior to issuance of a work order and the project shall be constructed in accordance with the approved plans and the terms of this Agreement

N. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

O. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

P. Exhibit M is attached hereto as a part hereof.

Q. Exhibit N is attached hereto as a part hereof.

R. This Agreement will terminate January 1, 2003 for project if project is not actually under construction, or for any portion of project not actually under construction.

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 the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

Robert H. Johnston  
Clerk (Signature) (1ks)

BY: W. Hardy McCollum  
(Signature) Chairman, Tuscaloosa  
County Commission

Robert H. Johnston  
Type Name of Clerk

W. Hardy McCollum  
Type Name of Chairman

RECOMMENDED

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

\_\_\_\_\_  
County Transportation Engineer  
John F. Courson

\_\_\_\_\_  
Transportation Director  
Paul Bowlin

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jim R. Ippolito, Jr. Chief Counsel  
Alabama Department of Transportation

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON  
THE DAY

OF \_\_\_\_\_, 20 .

\_\_\_\_\_  
GOVERNOR OF ALABAMA  
DON SIEGELMAN

7/18/90

**EXHIBIT M  
CERTIFICATION**

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:

(1) 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.

(2) 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.



Rev. 06/20/2002

**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.

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

**ADR CLAUSE:**

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

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 :

Precast bridge on Brownsville Pike over Sipsev River (Bridge 2).

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 9th day of October,

20 02.

ATTESTED:

Robert H. Johnston  
County Clerk (1ks)

W. Andy McCall  
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

9th day of October, 20 02, 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

9th day of October, 20 02.

Robert H. Johnston  
County Clerk (1ks)

SEAL

**A G R E E M E N T  
NEGOTIATED**

This Agreement made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63 6001719 ) party of the second part (hereinafter called the County):

W I T N E S S E T H:

WHEREAS, the State and County desire to cooperate in the construction of a 3 @ 34' precast bridge on Brownsville Pike over Sipsey River (Bridge #2). Length - 0.019 mile. BIN 014047. Project No. BRZ-6300(201), TCP 63-90-99. CPMS Ref. # 100041402.

WHEREAS, the members of the County Governing Body of TUSCALOOSA COUNTY have requested that the work be performed by County Forces and equipment in accordance with the agreed upon unit cost prices shown herein, which request has been approved by the Transportation Director:

NOW THEREFORE, it is mutually agreed by and between the STATE and TUSCALOOSA COUNTY as follows:

A. That the work described above be performed by the County at the following Unit Cost Prices:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL
782	CuYd	Unclassified Excavation	5.22	4,082.04
1	Lump	Mobilization	9,969.70	9,969.70
414	Ton	Loose Riprap, Class 2	18.00	7,452.00
208	SqYd	Filter Blanket	2.25	468.00
50	LF	Steel Beam Guardrail, Class A, Type 2	15.51	775.50
4	Each	Guardrail End Anchor, Type 13	900.00	3,600.00
4	Each	Guardrail End Anchor, Type 10 Series	1,165.92	4,663.68
60	Each	Hay Bales	4.84	290.40
244	Ton	Temporary Riprap, Class 2	23.02	5,616.88
960	LF	Silt Fence, Type A	3.39	3,254.40
1	Lump	Engineering Controls	2,990.92	2,990.92
109	SqFt	Construction Signs	10.80	1,177.20
12	Each	Barricades, Type III	233.06	2,796.72
6	Each	Warning lights, type B (detachable head)	292.50	1,755.00
1	Lump	Removal of Old Bridge, Sta. 39+91.63	5,400.00	5,400.00
100	lb	Steel Reinforcement	1.07	107.00
1	Each	Steel Test Piles (HP 12X53)(Max. bid limited to \$2000 per each test pile)	1,800.00	1,800.00
1	Each	Steel Test Piles (HP 14X73)(Max. bid limited to \$2000 per each test pile)	1,800.00	1,800.00
1	Each	Static Loading tests (HP 12X53)(Max. bid limited to \$2000 per each loading test)	1,800.00	1,800.00
1	Each	Static Loading Tests (HP 14X73)(Max. bid limited to \$2000 per each loading test)	1,800.00	1,800.00
950	LF	Steel Piling furnished and driven (HP 12X53)	21.06	20,007.00
475	LF	Steel Piling furnished and driven (HP 14X73)	23.49	11,157.75
2	Each	Wire Rope Abutment Anchor Assembly	1,831.56	3,663.12
16	CuYd	Bridge Substructure Concr., class A	351.00	5,616.00
44	Each	Elastomeric Bearings, type 1	63.00	2,772.00
2	Each	Precast Concr. Abutment caps, 2'0" Wide by 1'8" deep by 33'0" long	2,700.00	5,400.00
2	Each	Precast Concr. Intermediate bent caps, 2'0" wide by 2'0" deep by 31'6" long	2,520.00	5,040.00
18	Each	Precast Concr. Type 1 Span Section, 3'6" wide by 1'9" deep by 34'0" long	2,790.00	50,220.00
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4	Each	Precast concr. Barrier rail end section, 34' long	2,250.00	9,000.00
2	Each	Precast Concr. Barrier rail intermediate section 34'0" long	2,250.00	4,500.00
24	Each	Precast Concr. Abutment panels, type A3	441.00	10,584.00
12	Each	Precast Concr. Wing panels, type W3	556.72	6,680.00
4	Each	Precast Concr. Abutment Wing cap panel	477.32	1,909.28
		Sub Total		212,351.23
		Plus E & I		31,852.69
		Total (Incl. E & I)		244,203.92

B. The County will furnish all Right-of-Way for project without cost to the State or project.

C. The County will adjust and/or relocate all utilities on the project without cost to the State or project.

D. The County will make the survey, complete the plans, and furnish all preliminary engineering for the project with County forces without cost to the State or project.

E. The County will furnish all construction engineering for the project with County forces. The cost of construction engineering will be included as part of the construction cost for the project.

F. The County will secure all permits and license of every nature and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

G. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

H. The State will not be liable for Federal Aid Funds in any amount. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the County from County Federal Aid Funds, if available, or from County Funds. In the event of an underrun in project costs, the amount of Federal Aid Funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

I. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (1999)	\$ 69,651.08
FA Funds (2000)	125,712.06
County Funds	48,840.78
Total (Incl. E & I)	\$ 244,203.92

J. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after the six (6) month period will not be eligible for payment.

K. For Negotiated Contracts, the County will complete the entire project within 60 working days (see Section 108 of the Standard Specifications), and will begin the construction work on the project within 15 days of the issuance of the Notice to Proceed (Work Authorization).

L. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2002 Edition, on this project and will ensure that the alignment and grades on this project meet the standards of the Alabama Department of Transportation.

M. Project plans will be approved by the State prior to issuance of a work order and the project shall be constructed in accordance with the approved plans and the terms of this Agreement

N. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

O. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

P. Exhibit M is attached hereto as a part hereof.

Q. Exhibit N is attached hereto as a part hereof.

R. This Agreement will terminate January 1, 2003 for project if project is not actually under construction, or for any portion of project not actually under construction.

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 the approval of the Governor of Alabama.

SEAL

ATTEST:

Robert H. Johnston  
Clerk (Signature) (1ks)  
Robert H. Johnston  
Type Name of Clerk

TUSCALOOSA COUNTY, ALABAMA

BY: W. Hardy McCollum  
(Signature) Chairman, Tuscaloosa  
County Commission  
W. Hardy McCollum  
Type Name of Chairman

RECOMMENDED

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

\_\_\_\_\_  
County Transportation Engineer  
John F. Courson

\_\_\_\_\_  
Transportation Director  
Paul Bowlin

Approved As To Form:

BY: \_\_\_\_\_  
Jim R. Ippolito, Jr. Chief Counsel  
Alabama Department of Transportation

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON**  
**THE DAY**

**OF** \_\_\_\_\_, **20** .

\_\_\_\_\_  
GOVERNOR OF ALABAMA  
DON SIEGELMAN

7/18/90

**EXHIBIT M  
CERTIFICATION**

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:

(1) 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.

(2) 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.

Rev. 06/20/2002

**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.

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

**ADR CLAUSE:**

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

**R E S O L U T I O N**

County of Tuscaloosa  
State of Alabama

Project No. To Be Assigned  
ST-063-888-028

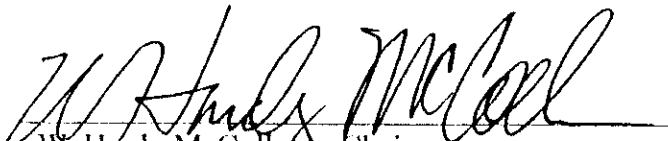
WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded county road resurfacing project consisting of the application of plant mix paving and shoulder restoration on various county roads which are further described and delineated on the list attached hereto, and

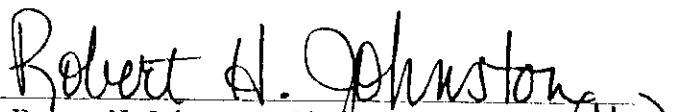
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 9th, day of October, 2002 by the Tuscaloosa County Commission.

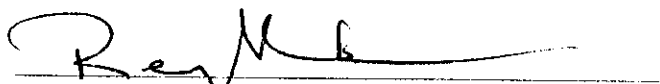
  
W. Hardy McCollum, Chairman

  
Robert H. Johnston, Clerk (ks)

  
Gary Youngblood, Commissioner District 2

  
Mike Richardson, Commissioner District 1

  
Bobby Miller, Commissioner, District 3

  
Reginald Murray, Commissioner District 4

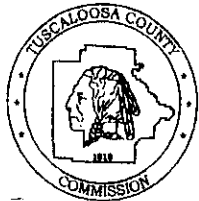


**TUSCALOOSA COUNTY RESURFACING PROJECT**

Attachment to Resolution

October 9, 2002

TWIN OAKS ROAD  
LARY LAKE ROAD  
CAMPGROUND CHURCH ROAD  
OLD LOCK 15 ROAD  
BULL SLOUGH ROAD  
UPPER COLUMBUS ROAD  
ROSSER LANE  
JOY DRIVE  
HERITAGE DRIVE  
DREAM LAKE ROAD  
LOWER HULL ROAD  
UPPER HULL ROAD  
NORTH ROSSER ROAD  
SOUTH ROSSER ROAD  
BEAR CREEK CUTOFF  
BRADLEY ROAD  
GAINSVILLE ROAD  
GEORGE NEWELL ROAD FROM SR 216 TO BAMA ROCK GARDEN ROAD  
VANCE BLOCTON ROAD  
TIERCE PATTON ROAD



**Tuscaloosa County**

**Department of Planning and Community Development**

Farrington B. Snipes, Jr.  
Director

**Countywide Water Project**

<u>Phase</u>	<u>Estimated Cost</u>
Southwest Area Project	\$ 249,900.00
Fosters- Ralph Water Authority	
Fosters Loop Road	
Sanders Ferry Road	
West Area Project	\$ 322,700.00
Buhl, Elrod, and Holman Water Authority	
Roberts Road	
Robertson Road	
Sand Springs Water Authority	
Preacher Lee Road	
Total Estimated Cost	\$ 572,600.00

**Pre-Bid Conference:** 10:00 a.m., Monday, October 21, 2002  
Tuscaloosa County Department of Planning and  
Community Development, 2501 7<sup>th</sup> Street, Suite 300  
Tuscaloosa, Alabama 35401

**Bid Opening:** 2:00 p.m., Thursday, October 24, 2002  
Tuscaloosa County Department of Planning and  
Community Development, 2501 7<sup>th</sup> Street, Suite 300  
Tuscaloosa, Alabama 35401

RESOLUTION

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT  
AGREEMENT WITH METRO ANIMAL SHELTER, INC.  
FOR ANIMAL SHELTER SERVICES  
2002-2005

WHEREAS, the City of Tuscaloosa, City of Northport, and Tuscaloosa County have entered into an agreement to jointly purchase services for the operation and maintenance of an animal shelter for each government and its citizens pursuant to Ala. Code §41-16-50 (1975); and,

WHEREAS, the City Council of Tuscaloosa, City Council of Northport and Tuscaloosa County Commission have rejected the bid of Metro Animal Shelter, Inc. for animal shelter services and have authorized negotiation of the contract with the sole bidder, Metro Animal Shelter, Inc., pursuant to §41-16-50(a); and,

WHEREAS, a lower contract price has been negotiated with Metro Animal Shelter, Inc., in the amount of \$275,500.00 per year for three (3) years to operate the animal shelter at 3140 35th Street, Tuscaloosa, Alabama; and

WHEREAS, compensation will be paid to Metro Animal Shelter, Inc., on a monthly basis, on or before the 10th day of each month, in the amount equal to the following percentage of the contract price:

City of Tuscaloosa	45%
City of Northport	14%
Tuscaloosa County	41%

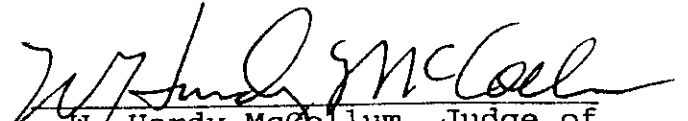
WHEREAS, Metro Animal Shelter, Inc. at the end of its fiscal year (June 30th) each year shall return all profit as shown on its profit and loss statement in excess of \$10,000.00 to the governing bodies to be placed in an animal shelter maintenance account to be maintained by the City of Tuscaloosa for maintenance, repairs and improvements at the shelter.

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

That the Probate Judge be, and he is hereby, authorized to execute a contract for animal shelter services with Metro Animal Shelter, Inc. at the animal shelter at 3140 35th Street in the amount of \$275,500.00 per year for three (3) years and the County is authorized to attest the same.

BE IT FURTHER RESOLVED that the performance bond as originally required in the bid documents for animal shelter services is hereby waived.

Dated: 10-9-02

  
W/ Hardy McCollum, Judge of Probate

Attest:

  
Robert H. Johnston, Clerk (ks)

resoluti.met