The Dale County Commission convened in a regular session Tuesday, September 8, 2020. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary and District; and Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:15am. Commissioner Carroll opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

**APPROVED – AGENDA**
Commissioner McKinnon made a motion to approve the agenda with the following items removed: #4- credit card limit increase and #6- Jail Ad Valorem expenditure.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – MEMORANDUM OF WARRANTS**
Commissioner Carroll made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 87775-87885.
- Payroll Check Numbers: 154704-154705.
- Direct Deposit Check Numbers: 35730-35870.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – AUGUST 25, 2020 MINUTES**
Commissioner McKinnon made a motion to approve the Minutes of the Commission Meeting on August 25, 2020.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.
APPROVED — PERSONNEL
Commissioner Gary made a motion to approve the following:

- Kevin Souders – Sheriff Dept. – Deputy – Part-time Temporary – $14.20/hr.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED — PERSONNEL
Commissioner Carroll made a motion to approve the following:

- Approve Temporary Hire with Budget Amendment - Revenue Dept. Tag Title Clerk VI - $10.50/hr.

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.

APPROVED — ROAD & BRIDGE — ANNUAL BIDS
Commissioner McKinnon made a motion to approve the annual bids. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED — AL DEPT OF YOUTH SERVICE GRANT AGREEMENT
Commissioner Gary made a motion to approve the Alabama Department of Youth Service
Grant Agreement. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED — APPRAISAL & MAPPING BUDGET - FY 2020-2021
Commissioner Gary made a motion to approve the fiscal year 2020-2021 budget for
Appraisal & Mapping. See Exhibit 3.

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.
APPROVED – APPLICATION FOR ELECTION COVID GRANT
Commissioner McKinnon made a motion to approve the application for Election COVID Grant for the General Election. See Exhibit 4.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – ALDOT AGREEMENTS - ROAD & BRIDGE
Commissioner McKinnon made a motion to approve the following agreements with Alabama Department of Transportation.

- County Project No. DCP 23-08-18 – installation of guardrails and guardrail end anchors at (CR – 113) – CR-60 and CR-54. See Exhibit 5.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING
Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, September 22, 2020 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT
Commission Wilson made a motion to adjourn the meeting. Commissioner Gary seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

Mark Blankenship, Commission Chairman
MEMORANDUM

Date: September 08, 2020

To: Dale County Commission

From: Derek Brewer
County Engineer

Re: Annual Bid Awards

After a careful review, it is the recommendation of the Dale County Engineering Department to award the Annual Bids as follows:

**CHIP SEAL:** S&C Materials & Paving, Inc.

**CRS2 ASPHALT:** Hunt Refining

**CRUSHED STONE:**
- Vulcan Materials (P/U)
- Johnston Trucking (FOB Dale County Shop)

**FUEL:** May's Distributing

**HOT MIX ASPHALT:** Wiregrass Construction Company

**TRAFFIC SIGNS:** Vulcan Signs

**CRUSHED CONCRETE:**
- Johnston Trucking
- Midsouth Paving

SEE ATTACHED SHEETS FOR BREAKDOWN
## CHIP SEAL PAVING

<table>
<thead>
<tr>
<th></th>
<th></th>
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<td>OVER 20,000:</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Bituminous &quot;G&quot; Treatment (limestone w/polymer)</td>
<td>401B-108 $2.80</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
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<tr>
<td>Bituminous &quot;G&quot; Treatment (granite or slag w/polymer)</td>
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<td>401B-106 $4.51</td>
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<td>No Bid</td>
<td>No Bid</td>
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<td>Bituminous &quot;JG&quot; Treatment (granite or slag w/polymer)</td>
<td>401B-106 No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
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<tr>
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<td>401B-117 $2.54</td>
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<td>401B-117 $2.51</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
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<tr>
<td>DESCRIPTION</td>
<td>Price per gallon</td>
<td>Shipment within days after order has been placed</td>
<td></td>
<td></td>
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<tr>
<td>-------------</td>
<td>----------------</td>
<td>-----------------------------------------------</td>
<td></td>
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<tr>
<td>Blackledge Emulsions</td>
<td>1.6897</td>
<td>No Bid</td>
<td></td>
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<tr>
<td>Hunt Refining Co.</td>
<td>1.6900</td>
<td></td>
<td></td>
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</table>

**Price**
- **Ergon Asphalt & Emulsion, Inc.**

**Additional Note:**
1. Demurrage: 2 hrs free; $85/hr thereafter.
2. Pump Charge: $85 if needed.
3. Pricing is tied to the October 2020 ALDOT Index and will adjust monthly with any changes in the index.
4. Quoted pricing is based on delivery of full truck transport quantities.
5. Federal Environmental Fee: $0.0015/gallon.
6. Drop Tanker: $500.00 per month (30 days), $125 per week thereafter - if needed.
## AGGREGATE PICKED UP (LIMESTONE)

Joint Bid Crenshaw County
Extended for another year

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Picked up Price Per Ton</th>
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</thead>
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<tr>
<td>Class I</td>
<td>$16.00</td>
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<tr>
<td>Class II</td>
<td>$16.00</td>
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<tr>
<td>Class III</td>
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<tr>
<td>5-50 lbs.</td>
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<tr>
<td>3x6 Gabion</td>
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<tr>
<td>No. 24</td>
<td>$14.50</td>
</tr>
<tr>
<td>No. 4</td>
<td>$17.00</td>
</tr>
<tr>
<td>No. 467</td>
<td>$14.50</td>
</tr>
<tr>
<td>No. 5</td>
<td>$17.00</td>
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<tr>
<td>No. 57</td>
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<td>No. 6</td>
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<tr>
<td>No. 8910</td>
<td>$15.25</td>
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<tr>
<td>325A Dense Grade</td>
<td>$12.75</td>
</tr>
<tr>
<td>325B Dense Grade</td>
<td>$12.75</td>
</tr>
</tbody>
</table>
Crenshaw County Highway Department
P.O. Box 628
Cove, AL 36049

July 21, 2020

Vulcan Materials
1614 Highway 64
Cove, AL 36049

RE: FOB Stone @ Plant
Sizes 1-610, 7-10
Class I & II Rip Rap

Dear Sir:

This is to serve as written notice that Crenshaw County requests a third 12-month contract under the same pricing, terms, and conditions as specified in the present contract for the above referenced bid. The third contract period will begin on October 1, 2020 and shall expire on September 30, 2021.

If this is acceptable with Vulcan Materials, please indicate by signing below and return to this office.

Sincerely,

[Signature]
Benjamin H. Sanders, P.E.
County Engineer

Co: File

Yes, I agree with the County’s request to issue a third 12-month contract under the same pricing, terms and conditions as specified in the contract forms for FOB STONE @ PLANT.

[Signature]
Authorized Representative / Title
Vulcan Materials

[Signature]
10-2-2014
hansen@evmt.com
## CRUSHED STONE DELIVERED

<table>
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<tr>
<th></th>
<th>Vulcan Materials</th>
<th>Johnston Trucking, LLC</th>
<th>Martin Marietta</th>
<th>Couch Aggregates, LLC</th>
<th>Dunn Construction Co, Inc.</th>
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<td>-------------------------------------------------</td>
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<td>All Grades Unleaded Gasoline</td>
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<td>Ultra Low Sulfur Diesel Fuel (w/o additive)</td>
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</table>
June 27, 2020

Dale County Road & Bridge
202 South Hwy 123 Suite A
Ozark, Al. 36360

May's Distributing Co., Inc. would like to extend our contract with Dale County Road & Bridge for an additional 12 months, at the same margin. Thank you for your continued business.

Sincerely,

Red Piper
Sales Representative
May's Distributing Company, Inc.
# HOT MIX ASPHALT

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Mid-South Paving, Inc.</th>
<th>Mid-South Paving, Inc.</th>
<th>Mid-South Paving, Inc.</th>
<th>Wiregrass Construction Company</th>
<th>Wiregrass Construction Company</th>
<th>Wiregrass Construction Company</th>
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<tr>
<td>501-1000 Tons</td>
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<tr>
<td><strong>DESCRIPTION</strong></td>
<td><strong>0-100</strong></td>
<td><strong>101-500</strong></td>
<td><strong>501-1000</strong></td>
<td><strong>0-100</strong></td>
<td><strong>101-500</strong></td>
<td><strong>501-1000</strong></td>
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<td>$75.00</td>
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<td>Hot Asphalt Plant Mix 424A-341 (new paving)</td>
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<td>$137.00</td>
<td>$122.00</td>
<td>$155.00</td>
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<tr>
<td><strong>HIGH INTENSITY:</strong></td>
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<tr>
<td>Stop 30x30</td>
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<tr>
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<td>Chevrons 18x24</td>
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<tr>
<td>Double Arrow 21x15</td>
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<td>Double Large Arrow 48x24</td>
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<tr>
<td>Right Curve 30x30</td>
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<tr>
<td><strong>HIGH INTENSITY (SHEETING ONLY):</strong></td>
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<td>Chevrons 18x24</td>
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Vulcan Signs has a freight charge for orders under $500.00.
<table>
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<tr>
<th>Description</th>
<th>Per Sign</th>
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</thead>
<tbody>
<tr>
<td><strong>SIGN POSTS:</strong></td>
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</tr>
<tr>
<td>12' x 3 lb U-Channel Galvanized</td>
<td>$1,962.00</td>
</tr>
<tr>
<td>10' x 3 lb U-Channel Galvanized</td>
<td>$1,661.00</td>
</tr>
<tr>
<td><strong>OPEN HOLE SQUARE TUBING:</strong></td>
<td></td>
</tr>
<tr>
<td>2&quot; x 2&quot; (14 gauge) x 12&quot;</td>
<td>$770.25</td>
</tr>
<tr>
<td>2&quot; x 2&quot; (14 gauge) x 10&quot;</td>
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<td>36&quot; Anchors</td>
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<td>Corner bolts w/nuts</td>
<td>$62.00</td>
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<tr>
<td>Drive rivets w/nylon washers</td>
<td>$67.00</td>
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</tbody>
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*Extended for another year*
July 16, 2020

Dale County Road and Bridge
Attn: Derek S. Brewer (County Engineer)
202 S Hwy 123, Suite A
Ozark, Alabama 36360

RE: Renewal of Contract: Southeast Region Annual Joint Bid

Please take this letter as our confirmation that Vulcan Signs would like to exercise the option to continue as your Traffic Signs provided for an additional year ending September 30, 2021. Terms and pricing will remain the same.

Thank you,

Wendy Jantz
Contract Specialist
1-800-633-6845
<table>
<thead>
<tr>
<th>Company</th>
<th>Price per ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Ready Mix</td>
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<tr>
<td>Johnston Trucking</td>
<td>$18.00</td>
</tr>
<tr>
<td>Midsouth Paving</td>
<td>$18.00</td>
</tr>
</tbody>
</table>
ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2020 – 2021

The Alabama Department of Youth Services hereby awards to

Dale County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of One hundred fifty-six thousand and no/100 dollars ($156,000.00)).

These funds shall be used for non-residential diversion services for Dale County youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the Dale County Juvenile Court (DCJC) will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the program will provide diversion services to 40 youth annually with an ongoing capacity of 20 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

The SAY'S CHOICES Program is an intensive individual and family community/home-based treatment program for medium to high-risk youth. Services include individual and family counseling in their natural environment with a focus on a multi-disciplinary approach, implementing multi-systemic therapy, family systems interventions, cognitive behavioral therapy, group counseling (includes anger management, substance abuse, interpersonal skills, accountability), case management, Why Try/Parent Project and aftercare services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 12 – 18
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website

- Be developed by or in collaboration with the Dale County Juvenile Court (DCJC).

- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.

- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts’ ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youths reported in
the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the DCJC and DYS acknowledge that this Award may be terminated at will by the DCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review.

Under a separate agreement between Recipient and DYS, Southeast Alabama Youth Services, Inc. is authorized under certain circumstances to receive reimbursement under Medicaid’s Rehabilitation Option (the “Medicaid Rehabilitation Services Agreement”). In connection therewith the State is required to contribute from non-federal funds a portion of medical assistance expenditures (the “State Match”). The grant/subsidy award contained herein may be applied by DYS to the State Match for reimbursement to the Recipient under the Medicaid Rehabilitation Services Agreement.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This is a continuation of the prior year agreement and is for a one-year period. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: ________________________________  BY: ________________________________

Steven P. Lafreniere
Executive Director

Legal Review
Approved as to form only.

ACCEPTANCE OF AWARD
Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the ___ day of September, 2020.

BY: ________________________________  BY: ________________________________

Diversion Program (Director/Agent)  Dale County Commission (Fiscal Agent)
<table>
<thead>
<tr>
<th>Item</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>113 Other wages and salary</td>
<td>209,701.86</td>
</tr>
<tr>
<td>114 Part-time salaries</td>
<td>31,206.40</td>
</tr>
<tr>
<td>116 Overtime</td>
<td></td>
</tr>
<tr>
<td>121 Retirement Contributions</td>
<td>25,664.44</td>
</tr>
<tr>
<td>122 Health Insurance</td>
<td>42,911.00</td>
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<tr>
<td>123 Life Insurance</td>
<td>308.16</td>
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<tr>
<td>124 FICA EMPLOYER'S SHARE</td>
<td>18,429.48</td>
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<tr>
<td>125 WORKER'S COMPENSATION INSURANCE</td>
<td>1,832.81</td>
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<tr>
<td>126 UNEMPLOYMENT INSURANCE</td>
<td></td>
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<tr>
<td>127 Cost of Retiree Insurance</td>
<td>11,340.00</td>
</tr>
<tr>
<td>141 Dental</td>
<td>1,194.00</td>
</tr>
<tr>
<td>154 LEGAL SERVICES-(NEW FOR 2017)</td>
<td>12,000.00</td>
</tr>
<tr>
<td>156 EMPLOYEE DRUG TESTING</td>
<td>194.00</td>
</tr>
<tr>
<td>164 AUDITING SERVICES (NEW)</td>
<td>unfinished audit by GSA</td>
</tr>
<tr>
<td>170 Training/education</td>
<td>7,175.00</td>
</tr>
<tr>
<td>171 Dues</td>
<td>2,000.00</td>
</tr>
<tr>
<td>171 Dues</td>
<td>450.00</td>
</tr>
<tr>
<td>179 Aerial Photography</td>
<td></td>
</tr>
<tr>
<td>181 Flagship / ESRI Services</td>
<td>32,000 = 1500.00</td>
</tr>
<tr>
<td>211 Office supplies</td>
<td>33,500.00</td>
</tr>
<tr>
<td>212 Fuel and lubricants</td>
<td>8,000.00</td>
</tr>
<tr>
<td>224 Postage Machine rental</td>
<td>3,000.00</td>
</tr>
<tr>
<td>233 Repair and maintenance office equipment</td>
<td>2,000.00</td>
</tr>
<tr>
<td>234 Repairs and maintenance motor vehicles</td>
<td>Muller copiers</td>
</tr>
<tr>
<td>234 Repairs and maintenance motor vehicles</td>
<td>1,500.00</td>
</tr>
<tr>
<td>234 R&amp;M Data Processing Equipment</td>
<td>1,500.00</td>
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<tr>
<td>241 Contract - Ingenuity software</td>
<td>34,560.00</td>
</tr>
<tr>
<td>243 Utilities</td>
<td>2,700.00</td>
</tr>
<tr>
<td>251 Telephones</td>
<td>2,300.00</td>
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<tr>
<td>252 Postage</td>
<td>12,000.00</td>
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<tr>
<td>253 Advertising</td>
<td>500.00</td>
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<tr>
<td>255 Cellular Service</td>
<td>1,700.00</td>
</tr>
<tr>
<td>262 Mileage</td>
<td>1,500.00</td>
</tr>
<tr>
<td>264 Room and meals</td>
<td>Add'l schMark &amp; Jill</td>
</tr>
<tr>
<td>265 Registrations and training</td>
<td>9,700.00</td>
</tr>
<tr>
<td>265 Registrations and training</td>
<td>Add'l schMark &amp; Jill</td>
</tr>
<tr>
<td>271 Insurance on building</td>
<td>3,340.00</td>
</tr>
<tr>
<td>272 Insurance on motor vehicles (2)</td>
<td>1,000.00</td>
</tr>
<tr>
<td>274 General Liability Insurance</td>
<td>500.00</td>
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<tr>
<td>274 General Liability Insurance</td>
<td>2,500.00</td>
</tr>
<tr>
<td>409 Subscriptions</td>
<td>2,880.00</td>
</tr>
<tr>
<td>470 Minor office equipment &amp; Furn. $500-$4999</td>
<td>4,000.00</td>
</tr>
<tr>
<td>541 Direct equipment and furniture</td>
<td>map plotter</td>
</tr>
<tr>
<td>541 Direct equipment and furniture</td>
<td>8,450.00</td>
</tr>
<tr>
<td><strong>total budget</strong></td>
<td>501,537.15</td>
</tr>
</tbody>
</table>
## County Information

<table>
<thead>
<tr>
<th>County Name:</th>
<th>Dale County</th>
</tr>
</thead>
</table>
| Mailing Address: | 202 S. Hwy. 123, Suite C  
|                | Ozark, AL 36360 |

**Name of Primary Contact:** Cheryl Ganey  
**Direct Telephone Number:** 334-774-6025, Ext. 2405  
**Email:** cganey@dalecounty.org

**Name of Secondary Contact:** Sharon Michalic  
**Direct Telephone Number:** 334-774-2754, Ext. 2632  
**Email:** probatejudge@dalecountyal.org
Items Requested for Funding

Please complete this section indicating the items or services you will purchase or fund with the COVID-19 pandemic response expenditures. In order to be eligible to receive funds, you must complete all areas in this section. You must attach a quote or invoice for the items requested.

<table>
<thead>
<tr>
<th>Items or Services to be Purchased or Funded with Concise Description</th>
<th>Cost of Items (Must attach quote or invoice)</th>
<th>Reason for Purchase/Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>127 Poll workers @$50.00</td>
<td>$6,350.00</td>
<td>Additional Compensation</td>
</tr>
<tr>
<td>1 Temp Staff member to assist Absentee Election Manager @$75.00 per day (45 days)</td>
<td>$3,375.00</td>
<td>Temp Staff for AEM</td>
</tr>
<tr>
<td>ES&amp;S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Absentee Ballot machine (DS200)</td>
<td>$1,440.00</td>
<td>To assist AEM in anticipated increase of absentee ballots</td>
</tr>
<tr>
<td>Superior Cleaning Solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Cases of Hand sanitizer (12 x 800ml boxes per case)</td>
<td>$600.00</td>
<td>refills for sanitizing stations</td>
</tr>
<tr>
<td>6 Cases of Lysol Aerosol Spray</td>
<td>$750.00</td>
<td>Cleaning &amp; Sanitizing polling locations</td>
</tr>
<tr>
<td>35,000 Stylus pens</td>
<td>$11,200.00</td>
<td>For voters to sign E-poll books</td>
</tr>
<tr>
<td>U.S. Business Products, Inc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>300 boxes Disposable 3 ply Masks</td>
<td>$4,350.00</td>
<td>Masks for voters and poll workers</td>
</tr>
<tr>
<td>550 boxes Disposable Ink pens</td>
<td>$3,289.00</td>
<td>Disposable Ink pens for voters and poll workers</td>
</tr>
<tr>
<td>10 cases Lysol Disinfecting Wipes</td>
<td>$450.00</td>
<td>Sanitizing and Cleaning Polls</td>
</tr>
<tr>
<td>Premier Carpet Care</td>
<td>$11,446.80</td>
<td>Professional Pre/Post cleaning of polling locations due to Covid-19</td>
</tr>
</tbody>
</table>

TOTAL: $43,250.80

Please provide details for each non-repeating item for which you are seeking funding. Make additional pages, if necessary.
Total Request & Certification

Total Amount of Funding Request

$43,250.80

I, _______ in my capacity as Sheriff of __________ County, submit this application for Election Expense Funding related to COVID-19.

(Sheriff shall sign this certification if any requested funding is applicable to the Sheriff)

I, Sharon A. Michalic in my capacity as the Judge of Probate of Dale County, submit this application for Election Expense Funding related to COVID-19. 

(Judge of Probate shall sign this certification if any requested funding is applicable to the Judge of Probate)

I, Delores Woodham in my capacity as the Absentee Election Manager of Dale County, submit this application for Election Expense Funding related to COVID-19.

(Absentee Election Manager shall sign this certification if any requested funding is applicable to the Absentee Election Manager)

I, Mark Blankenship in my capacity as Chair/President of Dale County Commission, submit this application for Election Expense Funding related to COVID-19 for the aforesaid county.

By signing this application, I certify that all information contained herein is accurate and complete to the best of my knowledge, that all state purchasing and/or bid laws and/or local purchasing regulations have been strictly followed related to the proposed purchase(s), that the amount for which I am seeking funding will be spent only on items or services in this application and that no individual or company for which funding will be spent has been suspended or debarred from access to federal funds.

I acknowledge that any misrepresentation of truth or accuracy may require that all grant monies awarded to the county be returned to the Alabama Secretary of State's Office or the United States Election Assistance Commission and that any other penalties provided by Federal and State law may apply.

Name of County: Dale

Signature of Chair/President of the County Commission: 

Date: 9/2/20

SWORN AND SUBSCRIBED before me on this 2 day of September, 2020.

MY COMMISSION EXPIRES the 23 day of March, 2022.

Keisha Johnson (SEAL)
SIGNATURE OF NOTARY PUBLIC

(NOTARIZATION REQUIRED ONLY FOR CHAIR/President OF COUNTY COMMISSION)
BEAT 1 - OZARK    OZARK CIVIC CENTER

CHIEF INSPECTORS/PROVISIONAL

ELIZABETH FAYE BROWN
ANN SULLIVAN

INSPECTORS/PROVISIONAL

DIANA FLENTORY
SARAH DEANN MEDLEY
JUDY BURG

CLERKS

ELIZABETH SCHISLER
PAM SCHISLER
CONNIE C. JOHNSTON
BETTY SMITH
PATSY M. BOLTON
SUSAN JUDAH
MARTHA F. SWINEHART
JACKIE ATKINS
TERRY TEETER
JUDY BLUDSWORTH
GAYNELLE MIXON
PAM CARROLL
CATHERINE GWYN-WHIDDON
CAROLYN MCCRAY
JAMES H. BEASLEY
KATHRYN FERRELL
SARA HAYWOOD
OTHAN GILBERT
LAURA BRUCE
CAROLYN WOOLEY
KERRY BROWN
PAULA TEETER
DELOISE MURRY
JAMES WEBB
ANITA WHITE
LISA MOATES
ACY TUCKER
KELOTHA A. THOMPSON
ALICE OLSON
BEAT 2 – CLAYHATCHEE  VOTING CENTER AT COMMUNITY HOUSE

GAYLE POUNCEY - INSPECTOR/PROVISIONAL
SHELBY BENEFIELD - CHIEF CLERK/PROVISIONAL

CLERKS

PATRICIA ARRINGTON
JANET F. GUCE

BEAT 3 – DALEVILLE  VOTING CENTER AT DALEVILLE CULTURAL & CONV. CTR.

DEBRA RICHARDSON - INSPECTOR/PROVISIONAL
BOBBY R. HARDRICK - CHIEF CLERK/PROVISIONAL

CLERKS

YVONNE DIXON
KATHERYNE HORACE
OLIVIA CHAVEZ
JOHN FLOURNOY
RACHEL BYRD
JENNIFER MARSHALL
Lynelle Bumgardner

BEAT 4 – NEWTON  VOTING CENTER AT CITY HALL

PATSY BLOCKER - INSPECTOR/PROVISIONAL
PEGGY BLOCKER - CHIEF CLERK/PROVISIONAL

CLERKS

SANDRA TURNER
MYRA WOODARD
PEGGY SHELLEY

BEAT 5 – ARGUTA  VOTING CENTER AT COMMUNITY CENTER

JODY RICHARDSON - INSPECTOR/PROVISIONAL
JOSEPHINE T. WINDHAM - CHIEF CLERK/PROVISIONAL

CLERKS

MAGGIE RUTH THARP
BARBARA NANCE

BEAT 6 – PINCKARD  VOTING CENTER AT CITY HALL

DANA COURTNEY - INSPECTOR/PROVISIONAL
JUNE THOMPSON - CHIEF CLERK/PROVISIONAL

CLERKS

CELIA BAGGETT
ELISABETH PAYTON
HARLEY PAYTON PROCTOR
BEAT 7 BOX 1  ROCKY HEAD - VOTING CENTER AT COMMUNITY HOUSE

HELEN DOWNING - INSPECTOR/PROVISIONAL
BRENDA LEWIS - CHIEF CLERK/PROVISIONAL

CLERKS

JENNIFER WHITMAN
FRANKLIN M. JACOBS

BEAT 7 BOX 2  ROCKY HEAD – FORT RUCKER: VOTING CENTER AT FORTENBERRY-COLTON PFC

SHEILA WALLER - INSPECTOR/PROVISIONAL
STEPHANIE SENN - CHIEF CLERK/PROVISIONAL

CLERKS

AMBER FAULK
LYNN ABDREWS

BEAT 8 BOX 1  MIDLAND CITY - VOTING CENTER AT VOTING HALL

BRIDGETT BENNETT - INSPECTOR/PROVISIONAL
JENA BUCHANAN - CHIEF CLERK/PROVISIONAL

CLERKS

ANN MCKNIGHT
CYNTHIA C. GARY
JOYCE CHANDLER

BEAT 8 BOX 2  GRIMES - VOTING CENTER AT COMMUNITY CENTER

TANYA MATTHEWS - INSPECTOR/PROVISIONAL
KENNETH MATTHEWS - CHIEF CLERK/PROVISIONAL

CLERKS

WANDA BRYANT
BARBARA GUTHRIE

BEAT 8 BOX 3  SYLVAN GROVE - VOTING CENTER AT VOTING HALL

PATRICIA HODGES - INSPECTOR/PROVISIONAL
RHONDA MORALES - CHIEF CLERK/PROVISIONAL

CLERKS

DEBRA KIRKLAND
ROGER D. HICKS
BEAT 9 – ECHO        VOTING CENTER AT ECHO FIRE/RESCUE COMMUNITY FACILITY

MARGARET MCKEE - INSPECTOR/PROVISIONAL
JUDY MCDANIEL - CHIEF CLERK/PROVISIONAL

CLERKS

LINDA DANKERT
JENNIFER BRIDGES
MARY A. BEVERETT

BEAT 10 – CLOPTON    VOTING CENTER AT VOTING HALL

LINDA PARAMORE - INSPECTOR/PROVISIONAL
BILLY N. PARAMORE - CHIEF CLERK/PROVISIONAL

CLERKS

LACHRISSHA CULPEPPER
GAYLE N. RHODES

BEAT 11 – SKIPPERVILLE VOTING CENTER AT SKIPPERVILLE UNITED
METHODIST CHURCH ACTIVITY BUILDING

CHRIS WISHAM - INSPECTOR/PROVISIONAL
MARY BLUDSWORTH - CHIEF CLERK/PROVISIONAL

CLERKS

JULIA GASSETT
DIANNE THARPE

BEAT 12 – ARITON     VOTING CENTER AT CITY HALL

ANGELA MITCHELL - INSPECTOR/PROVISIONAL
MARGARET ADKINSON - CHIEF CLERK/PROVISIONAL

CLERKS

CHRISTINE TILL
MELISSA OLIVER

BEAT 13 – BERTHA    VOTING CENTER AT NEW HOPE BAPTIST CHURCH
ACTIVITY BUILDING

BILLY R. GRANTHAM - INSPECTOR/PROVISIONAL
MARY GRANTHAM - CHIEF CLERK/PROVISIONAL

CLERKS

JEAN W. BAREFIELD
ROGER BAREFIELD
BEAT 14 - EWELL  VOTING CENTER AT EWELL FIRE STATION

ELAINE WOODHAM - INSPECTOR/PROVISIONAL
SHERRIE ANN POWERS - CHIEF CLERK/PROVISIONAL

CLERKS
JAMES B. LOYAL
SALLY HARRISON
KEITH JORDAN
DANIEL WOODHAM

BEAT 15 - MARLEY MILL  FORESTRY COMMISSION DISTRICT CENTER

MARTHA FAULK - INSPECTOR/PROVISIONAL
TERRY SULLIVAN - CHIEF CLERK/PROVISIONAL

CLERKS
ELMER STANLEY PARKER
BETTY SUE CHILDREE
GAYLE LITTLE
BEVERLY LEACH

BEAT 16 - LEVEL PLAINS  VOTING CENTER AT COMMUNITY CENTER

SHEILA PARRISH - INSPECTOR/PROVISIONAL
MAMIE E. CHAIN - CHIEF CLERK/PROVISIONAL

CLERKS
FRANK STONE, JR.
WILLIE REYNOLDS
TAMARIA ALEXANDER
PAUL ALEXANDER
MICHELLE GATLIN
HEATHER FURNISS

ABSENTEE – OZARK

DONNA SNELL - INSPECTOR/PROVISIONAL
VIRGINIA GODEKE - CHIEF CLERK/PROVISIONAL

CLERKS
DEBORAH CHILDREE
BRYAN BROOKSHIRE
August 31, 2020

Dale County Commission
Cheryl Ganey, County Administrator
202 Highway 123S, Ste. C
Ozark, AL 36360

Mrs. Ganey,

In regards to the 2020 General Election and the increase of Absentee Ballot requests due to COVID-19, I am requesting the addition of one (1) employee to assist with processing applications. Pursuant to the information received from the Secretary of State’s Office on August 11, 2020, the employee has been approved for compensation in the amount of $75/day, form September 9th through November 10, 2020. Reimbursement for this employee will be claimed by the Commission through the CARES Act Election Expense application process.

The employee’s name is Mary Frances Phillips. Attached is a copy of her driver’s license and social security card. I’m not sure if you want to handle this by direct deposit or check. If you want to do direct deposit, just let me know and I will get her information.

Thank you,

[Signature]

Delores Woodham
Dale County Circuit Clerk
Absentee Election Manager
Additional Absentee Ballot Machine
Rental Proposal Quote
Submitted by Election Systems & Software

<table>
<thead>
<tr>
<th>Rental Solution Includes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Quantity</strong></td>
<td><strong>Item Description</strong></td>
</tr>
<tr>
<td><strong>Tabulation Hardware</strong>:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Model DS100 Precinct Scanner:</td>
</tr>
<tr>
<td></td>
<td>Model DS100 WITHOUT Ballot Box (Includes Scanner, Carrying Case, Paper Roll and One (1) Standard-GB Memory Device)</td>
</tr>
<tr>
<td><strong>Election Services</strong>:</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Equipment Installation</td>
</tr>
<tr>
<td><strong>Shipping &amp; Other</strong>:</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Shipping &amp; Handling</td>
</tr>
<tr>
<td><strong>Total Rental Solution</strong></td>
<td></td>
</tr>
</tbody>
</table>

Footnotes:
1. Pricing reflects Per Election rental rates utilizing rental pool equipment. Rental equipment is subject to availability at time of requested delivery.
2. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
3. Rates valid for 30 days and thereafter may change.
4. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. A Rental Cancellation Fee of 10% of the Total Rental Solution Fee shall apply in the event the Customer does not provide written notification to ES&S of its intent to cancel an Election at least forty-five (45) days prior to a scheduled Election covered under an Agreement between ES&S and the Customer.
Superior Cleaning Solutions
8386 Jonesboro Rd Ste B
Daphne AL 36526

Phone #: 205-335-8872
Fax #: 251-517-5543

Bill To:
Dale County Courthouse
Attn: Dale County Commission
2020 South AL-123
Ozark, AL 36360
USA

<table>
<thead>
<tr>
<th>Description</th>
<th>Est. Hours/Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case of Hand Sanitizer (12 800 ml boxes per case)</td>
<td>4</td>
<td>150.00</td>
<td>600.00</td>
</tr>
<tr>
<td>Case of Lysol Aerosol Spray (12 cans per case)</td>
<td>6</td>
<td>125.00</td>
<td>750.00</td>
</tr>
<tr>
<td>Stylus Pens - each</td>
<td>35,000</td>
<td>0.32</td>
<td>11,200.00</td>
</tr>
</tbody>
</table>

General Election November 3, 2020  COVID-19 Supplies

Total
$12,550.00
U.S. Business Products
P.O. Box 9172
Dothan, AL 36304

Phone: (334)983-8735
Fax: (334)983-3342

Invoice
149571
Invoice Date
09-01-20

Bill To
DALE COUNTY PROBATE JUDGE*
1ST FLOOR, COURTHOUSE
1 E. COURT SQUARE
OZARK, AL 36360

Ship To
DALE COUNTY PROBATE JUDGE
1ST FLOOR, COURTHOUSE
1 E. COURT SQUARE
SHARON
OZARK, AL 36360

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<tr>
<td>08-26-20</td>
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<td>DELIVERY</td>
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<tr>
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<td>9-1-20 BILL PER DALLAS GRAY</td>
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<th>SkOrd</th>
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Notes & Comments
**2020 GENERAL ELECTION COVID EXPENSE**

Item Total 7,639.00
Ship Chg
Sales Tax 0.00
Invoice Total 7,639.00
**U.S. Business Products**
P.O. Box 9172
Dothan, AL 36304

**Invoice 149234**
**Invoice Date 08-26-20**

**Bill To**
DALE COUNTY PROBATE JUDGE*
1ST FLOOR, COURTHOUSE
1 E. COURT SQUARE
OZARK, AL 36360

**Ship To**
DALE COUNTY PROBATE JUDGE
1ST FLOOR, COURTHOUSE
1 E. COURT SQUARE
2020 GENERAL ELECTION COVID EXPENSE
OZARK, AL 36360

<table>
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<td>RAC77182CT</td>
<td>LYSOL 4 IN 1 DISINFECTING WIPES, LEMON/LIME</td>
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**Notes & Comments**
2020 GENERAL ELECTION COVID EXPENSE

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<td><strong>invoice Total</strong></td>
<td><strong>450.00</strong></td>
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Date: 08/26/2020

Quotation for:
Dale County Probate Judge
Sharon Michalic
Ozark, Alabama 36360

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<td>Pre-clean General Election (11/03/2020) polling places in response to COVID 19 concerns</td>
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11446.80

Thank you for considering Premier Carpet Care.
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**Exhibit 4**

Date County Polling Places
Pre and Post Cleaning

8/26/2020 12:53 PM
CONSTRUCTION AGREEMENT FOR A HIGH RISK RURAL ROADS PROGRAM PROJECT BETWEEN THE STATE OF ALABAMA AND DALE COUNTY COMMISSION

Project No. HRRR-2319(253) County Project No. DCP 23-08-18 CPMS Ref# 100069567

PART ONE (1): INTRODUCTION
This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Dale County Commission, Alabama, (FEIN 63-6001505) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the installation of Guardrail and Guardrail End anchors at BIN 12976 (CR-113), BIN 10981 (CR-60) and BIN 3095 (CR-54); HRRR-2319(253); DCP 23-08-19; CPMS Ref# 100069567.

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

PART TWO (2): FUNDING PROVISIONS
A. Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent High Risk Rural Roads funds (HRRR) and 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>ESTIMATED COSTS</th>
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</thead>
<tbody>
<tr>
<td>HRRR Funds</td>
<td>$ 72,846.00</td>
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<td>County Funds</td>
<td>$ 8,094.00</td>
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</table>

TOTAL (Incl CE&I & Indirect Cost) $ 80,940.00
It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

**PART THREE (3): PROJECT SERVICES**

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.
B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for Procedures for Processing State and Industrial Access Funded County and City Projects, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

**PART FOUR (4): CONTRACT PROVISIONS**

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this
amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to 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 activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. 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.

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 (1) 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.

F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance
HRRR-2319(253)

with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or
facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume
full ownership and responsibility for the project work and maintain the project in
accordance with applicable State law and comply with the Department’s Local Road
Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for
work performed in carrying out the terms of this Agreement. Requests for reimbursement
will be made on forms provided by the STATE and will be submitted through the Region
Engineer for payment. The COUNTY may invoice the STATE not more often than once
per month for the funds due for work performed under this Agreement. Invoices for
payment will be submitted in accordance with state law and will indicate that the
payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any
work performed under the terms of this agreement will be submitted within twelve (12)
months after the completion and acceptance by the STATE for the work. Any invoices
submitted after this twelve-month period will not be eligible for payment.

B. The COUNTY will not assign any portion of the work to be performed under this
Agreement or execute any contract, amendment or change order thereto, or obligate itself
in any manner with any third party with respect to its rights and responsibilities under this
Agreement, without the prior written approval of the STATE.

C. The COUNTY will establish and maintain a cost accounting system that must be
adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or
vouchers, as applicable, evidencing in proper detail the nature and propriety of the
charges, in accordance with the requirements of the STATE. All checks, invoices,
contracts, vouchers, orders or other accounting documents pertaining in whole or in part
to the project will be clearly identified, readily accessible and to the maximum extent
feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the
STATE may require. The COUNTY will also provide the STATE any information
requested by the STATE regarding the project. The COUNTY will submit to the STATE
financial statements, data, records, contracts and other documents and items of any
respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and
the Secretary of the USDOT, or either of them or their respective authorized
representatives, to inspect, at any time, vehicles and equipment utilized or used in
performance of the project; any and all data and records which in any way relate to the
project or to the accomplishment of the project. The COUNTY will also permit the
above noted persons to audit the books, records and accounts pertaining to the project at
any and all times, and the COUNTY will give its full cooperation to those persons or
their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200
requirements, or the most current version of those requirements under federal law.

D. The COUNTY will retain all books, records, and other documents relative to this
Agreement for a minimum of three (3) years after project termination, expiration of
Federal interest, or close out, and the STATE, the Comptroller General of the United
States, and the Secretary of the USDOT, or either of them or their respective authorized
representatives, will have full access to, and right to examine any of said materials at all
reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided
through the funds made available under this agreement, if not prohibited by a Federal,
State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. 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.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. 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.

B. It is agreed that the terms and commitments contained in this agreement 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 26. It is farther agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. 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.

D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. This agreement shall terminate on September 30, 2020, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

I. Exhibits A, E, II, M, and N are hereby attached to and made a part of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: ___________________________ By: ___________________________
   Clerk (Signature)          As Chairman (Signature)

   ___________________________  ___________________________
   Cheryl Grady               Mark Blackshear
   Type Name of Clerk         Type Name of Chairman
   (AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: ___________________________
   William F. Patty,
   Chief Counsel

RECOMMENDED FOR APPROVAL:

______________________________
Bradley B. Lindsey, P.E.
Acting State Local Transportation Engineer

______________________________
Don T. Arkle, P. E.
Chief Engineer

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

______________________________
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____________, 20______.

______________________________
KAY IVEY
GOVERNOR, STATE OF ALABAMA
RESOLUTION NUMBER_____________________

BE IT RESOLVED, by the Dale County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for the:

Installation of Guardrail and Guardrail End Anchors at BIN 12976 (CR-113), BIN 10981 (CR-60) and BIN 3095 (CR-54); Project# HRRR-2319(253); DCP 23-08-18; CPMS Ref# 100069567.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be 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 on file by the County.

I, the undersigned qualified and acting Clerk of Dale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 8th day of September, 2020, and that such resolution is on file in the County Clerk’s Office.

ATTESTED:

[Signature]
County Clerk

8th day of September, 2020, 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 8th day of September, 2020.

[Signature]
County Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS
EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it seems appropriate.
EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.
EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209). (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,
records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY’S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTY'S CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.
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.
Funds shall not be constituted as a debt

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

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

Termination due to insufficient funds

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

No government obligation to third party contractors

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

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

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

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

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

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

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

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

1-20

Rev. 10/2017
Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County’s/City’s estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

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

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

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

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

RECOMMENDED FOR APPROVAL:  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:  
CHIEF ENGINEER

APPROVAL:  
TRANSPORTATION DIRECTOR  

DATE  
November 1, 2017

1-20  
Rev. 10/2017
CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT BETWEEN THE STATE OF ALABAMA AND THE DALE COUNTY COMMISSION

Resurfacing on CR-21 from SR-123 to the Ozark City Limits (Site 1);
Resurfacing on CR-82 from the Coffee County Line to SR-53 (US-231) (Site 2);
Widening and Resurfacing on CR-33 from CR-20 to CR-54 (Site 3)

Project No. RASTPAA-2319(252)
County Project No. DCP 23-02-19
CPMS Ref# 100070303

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Dale County Commission, Alabama, (FEIN 63-6001505) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-21 from SR-123 to the Ozark City Limits (Site 1); resurfacing on CR-82 from the Coffee County Line to SR-53 (US-231) (Site 2); Widening and Resurfacing on CR-33 from CR-20 to CR-54 (Site 3); Length - 3.242 miles. Project# RASTPAA-2319(252); DCP 23-02-19; CPMS Ref# 100070303.

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

PART TWO (2): FUNDING PROVISIONS

A. Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. 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, from Rebuild Alabama Act Federal Aid Exchange Funds (FAEF), if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be based on the proportional Federal Aid to the total project as let cost, up to 80%.
B. The estimated cost and participation by the various parties is as follows:

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>ESTIMATED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FA Funds (FY 2019)</td>
<td>$ 502,977.65</td>
</tr>
<tr>
<td>FAEF</td>
<td>$ 230,112.18</td>
</tr>
<tr>
<td>County Funds</td>
<td>$ 80,218.40</td>
</tr>
</tbody>
</table>

TOTAL (Incl CE&I & Indirect Cost) $ 813,308.23

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for reallocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for reallocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

**PART THREE (3): PROJECT SERVICES**

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.
The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for Procedures for Processing State and Industrial Access Funded County and City Projects, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 10%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.
PART FOUR (4): CONTRACT PROVISIONS

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE.

Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply 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 activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction. Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

E. 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.

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 (1) 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.

F. The COUNTY will be obligated for the payment of damages occasioned to private
property, public utilities or the general public caused by the legal liability (in accordance
with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or
facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume
full ownership and responsibility for the portion of the project work on COUNTY right-
of-way and maintain the project in accordance with applicable State law and comply with
the Department’s Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for
work performed in carrying out the terms of this Agreement. Requests for reimbursement
will be made on forms provided by the STATE and will be submitted through the Region
Engineer for payment. The COUNTY may invoice the STATE not more often than once
per month for the funds due for work performed under this Agreement. Invoices for
payment will be submitted in accordance with state law and will indicate that the
payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for
any work performed under the terms of this Agreement will be submitted within twelve
(12) months after the completion and acceptance by the STATE of the work. Any
invoices submitted after this twelve-month period will not be eligible for payment.

B. The COUNTY will not assign any portion of the work to be performed under this
Agreement or execute any contract, amendment or change order thereto, or obligate itself
in any manner with any third party with respect to its rights and responsibilities under this
Agreement, without the prior written approval of the STATE.

C. The COUNTY will establish and maintain a cost accounting system that must be
adequate and acceptable to the STATE as determined by the auditor of the STATE.
All charges to the Project will be supported by properly executed invoices, contracts, or
vouchers, as applicable, evidencing in proper detail the nature and propriety of the
charges in accordance with the requirements of the STATE. All checks, invoices,
contracts, vouchers, orders or other accounting documents pertaining in whole or in part
to the project will be clearly identified, readily accessible and to the maximum extent
feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the
STATE may require. The COUNTY will also provide the STATE any information
requested by the STATE regarding the project. The COUNTY will submit to the STATE
financial statements, data, records, contracts and other documents and items of any
respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and
the Secretary of the US DOT, or either of them or their respective authorized
representatives, to inspect, at any time, vehicles and equipment utilized or used in
performance of the project and any and all data and records which in any way relate to
the project or to the accomplishment of the project. The COUNTY will also permit the
above noted persons to audit the books, records and accounts pertaining to the project at
any and all times, and the COUNTY will give its full cooperation to those persons or
their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200
requirements, or the most current version of those requirements under federal law.

D. The COUNTY will retain all books, records, and other documents relative to this
Agreement for a minimum of three (3) years after project termination, expiration of
Federal interest, or close out, and the STATE, the Comptroller General of the United
States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. 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.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. 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.

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

C. By signing this Agreement, 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.

D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: [Signature]
Clerk (Signature)

By: [Signature]
As Chairman (Signature)

Dale County, Alabama

Print Name of Clerk
(AFFIX SEAL)

Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: ______________
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

____________________
D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

____________________
Don T. Arkle, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

____________________
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____ DAY OF ____________, 20_____.

____________________
KAY IVEY
GOVERNOR, STATE OF ALABAMA
RESOLUTION NUMBER

BE IT RESOLVED, by the Dale County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing on CR-21 from SR-123 to the Ozark City Limits (Site 1); resurfacing on CR-82 from the Coffee County Line to SR-53 (US-231) (Site 2); Widening and Resurfacing on CR-33 from CR-20 to CR-54 (Site 3); Length – 3.242 miles; Project# RASTPAA-2319(252); DCP 23-02-19; CPMS Ref# 100070303.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be 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 on file by the County.

I, the undersigned qualified and acting Clerk of Dale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 8th day of September, 20... and that such resolution is on file in the County Clerk’s Office.

ATTESTED:

[Signature]
County Clerk

[Signature]
Chairman

8th day of September, 20..., 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 8th day of September, 20...

[Signature]
County Clerk

(AFFIX SEAL)
PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-
AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.
TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had it been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.
EQUAL RIGHTS PROVISIONS
During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-105(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38.
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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR. Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessee shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,
records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

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The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.
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.
Funds shall not be constituted as a debt

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

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

Termination due to insufficient funds

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

No government obligation to third party contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED FOR APPROVAL: ___________________________
BUREAU CHIEF/REGION ENGINEER

APPROVAL: ___________________________
CHIEF ENGINEER

APPROVAL: ___________________________  November 1, 2017
TRANSPORTATION DIRECTOR  DATE

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Rev. 10/2017
MEMORANDUM OF AGREEMENT

BETWEEN THE STATE OF ALABAMA
AND THE
DALE COUNTY COMMISSION

PART ONE (1): INTRODUCTION

This Memorandum of Agreement is made and entered into by and between the Alabama Department of Transportation (ALDOT), hereinafter referred to as the STATE; and the Dale County Commission, Alabama, hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the allocation of Rebuild Alabama Act Funds in the amount of $400,000 to the COUNTY in exchange for the annual $533,000 federal allocation, in accordance with the provisions of Act 2019-2 (Rebuild Alabama Act). Hereforth, the $400,000 annual allocation specified in the Rebuild Alabama act shall be known as Federal Aid Exchange Funds (FAEF).

WHEREAS, the parties agree it is in the mutual interest of STATE and the COUNTY,

NOW, THEREFORE, the STATE and the COUNTY for, and in consideration of the premises stated herein, do hereby mutually promise and agree as follows:

A. The COUNTY may petition the STATE in writing to request an exchange of any total current balance of unauthorized federal allocation equaling $300,000 or less for State Public Road and Bridge funds, thus reducing the federal allocation to a balance of $0. The exchange rate shall be State Public Road and Bridge funds in an amount not to exceed 75% of the total current federal allocation balance.

B. As stated in Act 2019-2 (Rebuild Alabama Act) under paragraph b of subdivision (1) of subsection (c) of Section 7, “ALDOT will allocate $400,000 to each county in exchange for the annual federal allocation of $533,000 which was being distributed to each county on the effective date of this act. Nothing in this act shall prohibit ALDOT from utilizing these exchanged federal funds at its discretion and in a manner consistent with Federal Highway Administration (FHWA) procedures”.

C. After execution of this Memorandum of Agreement, any previously authorized federal projects using the COUNTY’s federal allocation that have an underrun in costs which results in the balance of the COUNTY’s federal allocation to be greater than $0 and less than $300,000 shall receive an exchange for State Public Road and Bridge funds at a rate not to exceed 75% of the total current federal allocation balance following the end of each fiscal year. Any previously authorized federal projects using the COUNTY’s federal allocation that have an overrun in costs which causes the balance of the COUNTY’s federal allocation to be less than $0 shall have the amount of the overage, along with the matching funds associated with that federal allocation, deducted from the $400,000 annual FAEF allocation for the following fiscal year at the end of each fiscal year.

D. The County shall be responsible for any and all reporting provisions contained within Act 2019-2 (Rebuild Alabama Act) pertaining to the use of FAEF.

E. Modification, amendment, or termination of this Agreement as necessary shall be accomplished by the parties in the same manner as the original Agreement.
F. Any disputes between the parties, senior officials of STATE and COUNTY who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the STATE’S to the use of alternative methods to attempt to resolve a dispute is not a waiver of the STATE’S right to assert sovereign immunity.

G. The COUNTY shall be responsible at all times for all of the work performed utilizing the funds specified 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.

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 (1) 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 misexpediture of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

H. 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.

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

J. By signing this Agreement, 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.

K. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

L. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

M. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

N. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

O. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.
IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

ATTEST:

Dale County, Alabama

By: ____________________________

As Chairman (Signature)

09.08.2020

Date

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: ____________________________

William F. Patty,
Chief Counsel

_____________________________

Date

RECOMMENDED FOR APPROVAL:

_____________________________

Bradley B. Lindsey, P.E.
Acting State Local Transportation Engineer

_____________________________

Date

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

_____________________________

John R. Cooper, Transportation Director

_____________________________

Date
PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.
TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.
EQUAL RIGHTS PROVISIONS
During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients anc contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
EXHIBIT H
Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to non-discrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,
records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY’S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessee as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.
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.
Funds shall not be constituted as a debt

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

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

Termination due to insufficient funds

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

No government obligation to third party contractors

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

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