



Dale County Commission

Commission Meeting Minutes – September 8, 2020

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:

- Steve Brown – Sheriff Dept. – Deputy – New Hire - \$14.25/hr.
- Kevin Souders – Sheriff Dept. – Deputy – Part-time Temporary - \$14.20/hr.
- Deonte D. Schwertzler – Jail – Jailer – Temporary – \$10.00/hr.
- Mary Troupe – Jail – Jailer – Temporary – \$10.00/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.
- County Project No. DCP 23-02-19 – Resurfacing on CR-21 from SR-123 to Ozark City limits, Resurfacing on CR-82 from Coffee Co. line to SR-53(US-231), Widening/Resurfacing CR-33 from CR-20 to CR-54. See Exhibit 6.
- Memorandum of Agreement between ALDOT and Dale County Commission. See Exhibit 6.

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

Commissioner 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

Dale County Road and Bridge

202 S. Hwy 123, Suite A
Ozark, Alabama 36360

Telephone (334) 774-5875
Fax (334) 774-6899

Derek S. Brewer, P.E.
County Engineer
Drew Meacham, P.E.
Assistant Engineer

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

DESCRIPTION	S & C Materials & Paving, Inc.	Wiregrass Construction Co	Charles E. Watts, Inc.	Midsouth Paving, Inc.
OVER 20,000:	SYCIP	SYCIP	SYCIP	SYCIP
Bituminous "G" Treatment (limestone w/polymer)	\$2.80	No Bid	No Bid	No Bid
Bituminous "G" Treatment (granite or slag w/polymer)	\$2.76	No Bid	No Bid	No Bid
Bituminous "JG" Treatment (limestone w/polymer)	\$4.51	No Bid	No Bid	No Bid
Bituminous "JG" Treatment (granite or slag w/polymer)	No Bid	No Bid	No Bid	No Bid
Bituminous "D" Treatment (limestone w/polymer)	\$2.54	No Bid	No Bid	No Bid
Bituminous "D" Treatment (granite or slag w/polymer)	\$2.51	No Bid	No Bid	No Bid

CRS2 ASPHALT

	Blackidge Emulsions	Hunt Refining Co.	Ergon Asphalt & Emulsion, Inc.
DESCRIPTION			With stipulations and additional charges
Price per gallon	No Bid	1.6897	1.6800
Shipment within days after order has been placed			

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	Vulcan Materials
DESCRIPTION	Picked up Price Per Ton
Class I	\$16.00
Class II	\$16.00
Class III	\$22.50
5-50 lbs.	\$20.50
3x6 Gabion	\$20.50
No. 24	\$14.50
No. 4	\$17.00
No. 467	\$14.50
No. 5	\$17.00
No. 57	\$14.50
No. 6	\$17.50
No. 67	\$17.50
No. 7	\$17.50
No. 78	\$17.50
No. 89	\$15.00
No. 8910	\$15.25
825A Dense Grade	\$12.75
825B Dense Grade	\$12.75

CRENSHAW COUNTY HIGHWAY
DEPARTMENT
P.O. BOX 628
LIVERNE, ALABAMA 36049

Phone (334) 335-2874
Fax (334) 335-4529

Phone (334) 335-2874
Fax (334) 335-4529

July 21, 2020

Attn: Mary Hill
161A Highway 84
Catona, AL 36049

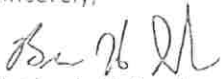
RE: FOB Stone @ Plant
Sizes 1-610, 7-10
Class I & II Rip Rap

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,


Benjamin H. Sanders, P.E.
County Engineer

Cc: 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.

BY: 
Authorized Representative / Title
Vulcan Materials

Paula Hansen
205 Dec 1979
hansenp@vmm.com

CRUSHED STONE DELIVERED

LIMESTONE					
	Vulcan Materials	Johnston Trucking, LLC	Martin Marietta	Couch Aggregates, LLC	Dunn Construction Co, Inc.
Class I	No Bid	\$42.50	No Bid	No Bid	\$45.00
Class II	No Bid	\$42.50	No Bid	No Bid	\$47.00
Class III	No Bid	\$44.00	No Bid	No Bid	\$48.00
5-50 lbs.	No Bid	No Bid	No Bid	No Bid	\$45.00
3x6 Gabion	No Bid	\$40.00	No Bid	No Bid	\$44.00
No. 24	No Bid	\$38.50	No Bid	No Bid	No Bid
No. 4	No Bid	\$33.50	No Bid	No Bid	\$44.00
No. 467	No Bid	\$33.50	No Bid	No Bid	No Bid
No. 5	No Bid	\$39.50	No Bid	No Bid	No Bid
No. 57	No Bid	\$33.50	No Bid	No Bid	\$44.00
No. 6	No Bid	\$39.50	No Bid	No Bid	No Bid
No. 67	No Bid	\$38.50	No Bid	No Bid	\$44.50
No. 7	No Bid	No Bid	No Bid	No Bid	No Bid
No. 78	No Bid	\$35.25	No Bid	No Bid	\$45.00
No. 89	No Bid	\$35.25	No Bid	No Bid	\$45.00
No. 8910	No Bid	\$33.25	No Bid	No Bid	\$40.50
825A Dense Grade	No Bid	\$37.50	No Bid	No Bid	\$42.00
825B Dense Grade	No Bid	\$29.50	No Bid	No Bid	\$42.00

FUEL

Extended for another year	May's Distributing Co, Inc.
DESCRIPTION	Cents per gallon above OPIS
All Grades Unleaded Gasoline	\$0.0496
Ultra Low Sulfur Diesel Fuel (w/o additive)	\$0.0496



MAY'S DISTRIBUTING COMPANY INC.
102 MLK BLVD
UNION SPRINGS, AL. 36089

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,

A handwritten signature in black ink that reads "Red Piper". The signature is written in a cursive, flowing style.

Red Piper
Sales Representative
May's Distributing Company, Inc.

HOT MIX ASPHALT

501-1000 Tons	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Wiregrass Construction Company	Wiregrass Construction Company	Wiregrass Construction Company
	0-100 Price Per Ton	101-500 Price Per Ton	501-1000 Price Per Ton	0-100 Price Per Ton	101-500 Price Per Ton	501-1000 Price Per Ton	
DESCRIPTION							
Hot Asphalt Plant Mix 424A-341 (FOB Plant)	\$75.00	\$75.00	\$75.00	\$72.00	\$72.00	\$72.00	
Hot Asphalt Plant Mix 424A-341 (new paving)	\$237.00	\$137.00	\$122.00	\$155.00	\$125.00	\$99.00	
Hot Asphalt Plant Mix 424A-341	\$227.00	\$137.00	\$122.00	\$150.00	\$120.00	\$92.00	
Hot Asphalt Plant Mix 424A-346	\$237.00	\$147.00	\$122.00	\$150.00	\$120.00	\$92.00	
Hot Asphalt Plant Mix 424B-641	\$312.00	\$232.00	\$197.00	\$165.00	\$125.00	\$110.00	

TRAFFIC SIGNS

		Vulcan Signs
Extended for another year		
DESCRIPTION		Per Sign
HIGH INTENSITY:		
Stop	30x30	\$28.65
Stop	36x36	\$41.25
Stop Ahead	30x30	\$32.09
Stop Ahead	36x36	\$45.76
Chevrons	18x24	\$14.91
Speed Limit	24x30	\$24.85
County Route Marker	24x24	\$20.78
Double Arrow	21x15	\$14.91
Double Large Arrow	48x24	\$39.76
Right Curve	30x30	\$31.06
HIGH INTENSITY (SHEETING ONLY):		
Stop	30x30	\$11.89
Stop	36x36	\$17.12
Stop Ahead	30x30	\$13.40
Stop Ahead	36x36	\$18.78
Chevrons	18x24	\$5.86
Speed Limit	24x30	\$5.86
County Route Marker	24x24	\$7.61
Double Arrow	21x15	\$4.46
Double Large Arrow	48x24	\$14.80
Right Curve	30x30	\$11.56

Vulcan Signs has a freight charge for orders under \$ 500.00

SIGN POSTS AND SQUARE TUBING

		Vulcan Signs
Extended for another year		
DESCRIPTION		Per Sign
SIGN POSTS:		
12' X 3lb U-Channel Galvanized	per 50	\$1,962.00
10' x 3lb U-Channel Galvanized	per 50	\$1,661.00
OPEN HOLE SQUARE TUBING:		
2" x 2" (14 gauge) x 12'	per 25	\$770.25
2" x 2" (14 gauge) x 10'	per 25	\$661.50
36" Anchors	per 25	\$297.50
30" anchors	per 25	\$259.00
Corner bolts w/nuts	per 100	\$62.00
	per 250	\$155.00
	per 1000	\$620.00
Drive rivets w/nylon washers	per 100	\$67.00
	per 250	\$167.50
	per 1000	\$670.00



Vulcan Signs

A PART OF Vulcan, Inc.

P.O. Box 1850 • 408 East Berry Avenue • Foley, Alabama 36536-1850

1.800.633.6845 • 251.943.1541 • Fax 251.943.1544

vulcan3@vulcaninc.com • www.VulcanSigns.com

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

An Employee Owned Company!

Crushed Concrete		
Company	Price per ton	
Quality Ready Mix	No Bid	
Johnston Trucking	\$ 18.00	
Midsouth Paving	\$ 18.00	

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 SAYS 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: _____

Steven P. Lafreniere
Executive Director

BY: _____

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 8th day of September, 2020.

BY: [Signature]

Diversion Program (Director/Agent)

BY: [Signature]

Dale County Commission (Fiscal Agent)

Mark Blankenship

Dale County

Reappraisal Budget 2020-2021

REQUESTED

		2020-2021
113	Other wages and salary	209,701.86
114	Part-time salaries	31,206.40
116	Overtime	-
121	Retirement Contributions	25,664.44
122	Health Insurance	42,911.00
123	Life Insurance	308.16
124	FICA EMPLOYER'S SHARE	18,429.48
125	WORKER'S COMPENSATION INSURANCE	1,832.81
126	UNEMPLOYMENT INSURANCE	-
127	Cost of Retiree Insurance	11,340.00
141	Dental	1,194.00
154	LEGAL SERVICES-(NEW FOR 2017)	12,000.00
156	EMPLOYEE DRUG TESTING	194.00
164	AUDITING SERVICES (NEW)	unfinished audit by GSA
170	Training/education	2,000.00
171	Dues	75.00 each X 6
179	Aerial Photograh	-
181	Flagship / ESRI Services	32,000 = 1500.00
211	Office supplies	8,000.00
212	Fuel and lubricants	3,000.00
224	Postage Machine rental	2,000.00
233	Repair and maintenance office equipment	Muller copiers
234	Repairs and maintenance motor vehicles	1,500.00
234	R&M Data Processing Equipment	
241	Contract - Ingenuity software	34,560.00
243	Utilities	2,700.00
251	Telephones	2,300.00
252	Postage	12,000.00
253	Advertising	500.00
255	Cellular Service	1,700.00
262	Mileage	1,500.00
264	Room and meals	Add'l schMark & Jill
265	Registrations and training	Add'l schMark & Jill
271	Insurance on building	1,000.00
272	Insurance on motor vehicles (2)	500.00
274	General Liability Insurance	2,500.00
409	Subscriptions	2,880.00
470	Minor office equipment & Furn. \$500-\$4999	4,000.00
541	Direct equipment and furniture	map plotter
	total budget	501,537.15

ALABAMA STATE CAPITOL
600 DEXTER AVENUE
SUITE S-105
MONTGOMERY, AL 36130

(334) 242-7200
FAX (334) 242-4993
WWW.SOS.ALABAMA.GOV
JOHN.MERRILL@SOS.ALABAMA.GOV



JOHN H. MERRILL
SECRETARY OF STATE

APPLICATION FOR ELECTION EXPENSE FUNDING RELATED TO COVID-19

County Information

County Name: Dale County

Mailing Address:
(Address where check will
be mailed) 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.

Items or Services to be Purchased or Funded with Concise Description	Cost of Items (Must attach quote or invoice)	Reason for Purchase/Funding
127 Poll workers @\$50.00	\$6,350.00	Additional Compensation
1 Temp Staff member to assist Absentee Election Manager @ \$75.00 per day (45 days)	\$3,375.00	Temp Staff for AEM Sept. 9, 2020 through Nov. 10, 2020
ES&S Additional Absentee Ballot machine (DS200)	\$1,440.00	To assist AEM in anticipated increase of absentee ballots
Superior Cleaning Solutions 4 Cases of Hand sanitizer (12 - 800ml boxes per case)	\$600.00	refills for sanitizing stations
6 Cases of Lysol Aerosol Spray	\$750.00	Cleaning & Sanitizing polling locations
35,000 Stylus pens	\$11,200.00	For voters to sign E-poll books
U.S. Business Products, Inc 300 boxes Disposable 3 ply Masks	\$4,350.00	Masks for voters and poll workers
550 boxes Disposable Ink pens	\$3,289.00	Disposable Ink pens for voters and poll workers
10 cases Lysol Disinfecting Wipes	\$450.00	Sanitizing and Cleaning Polls
Premier Carpet Care	\$11,446.80	Professional Pre/Post cleaning of polling locations due to Covid-19
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
\$ <u>43,250.80</u>

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)
Sharon A. Michalic

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)
Delores Woodham

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.

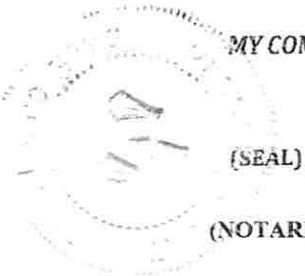
I acknowledge that any misrepresentation of truth or accuracy may require that all grant monies awarded to the county be returned to the Alabama Secretary of State's Office or the United States Election Assistance Commission and that any other penalties provided by Federal and State law may apply.

Name of County: Dale
 Signature of Chair/President of the County Commission: *[Signature]*
 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 W Johnson
 SIGNATURE OF NOTARY PUBLIC



(NOTARIZATION REQUIRED ONLY FOR CHAIR/PRESIDENT OF COUNTY COMMISSION)

Total 127

POLL WORKERS
GENERAL ELECTION 2020

BEAT 1 - OZARK OZARK CIVIC CENTER

CHIEF INSPECTORS/PROVISIONAL

ELIZABETH FAYE BROWN
ANN SULLIVAN

34

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 PONCEY- INSPECTOR/PROVISIONAL
SHELBY BENEFIELD- CHIEF CLERK/PROVISIONAL

4

CLERKS

PATRICIA ARRINGTON
JANET F. GUICE

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

9

BEAT 4 – NEWTON VOTING CENTER AT CITY HALL

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

5

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

4

CLERKS

MAGGIE RUTH THARP
BARBARA NANCE

BEAT 6 – PINCKARD VOTING CENTER AT CITY HALL

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

5

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

4

**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

4

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

5

BEAT 8 BOX 2 GRIMES - VOTING CENTER AT COMMUNITY CENTER

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

CLERKS

WANDA BRYANT
BARBARA GUTHRIE

4

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

4

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

5

BEAT 10 – CLOPTON VOTING CENTER AT VOTING HALL

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

CLERKS

LACHRISSHA CULPEPPER
GAYLE N. RHODES

4

**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

4

BEAT 12 – ARITON VOTING CENTER AT CITY HALL

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

CLERKS

CHRISTINE TILL
MELISSA OLIVER

4

**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

4

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

6

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

6

BEAT 16 - LEVEL PLAINS

VOTING CENTER AT COMMUNITY CENTER

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

CLERKS

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

8

ABSENTEE – OZARK

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

CLERKS

DEBORAH CHILDREE
BRYAN BROOKSHIRE

4



STATE OF ALABAMA
OFFICE OF CLERK OF THE CIRCUIT COURT
DALE COUNTY
OZARK, ALABAMA 36360

DELORES WOODHAM
Clerk-Register

P. O. DRAWER 1350
OZARK, AL 36361
774-5003

August 31, 2020

Dale County Commission
Cheryl Ganey, County Administrator
202 Highway 1235, 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, from 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,

Delores Woodham
Dale County Circuit Clerk
Absentee Election Manager



Maintaining voter confidence. Enhancing the voter experience.

Additional Absentee Ballot Machine Rental Proposal Quote Submitted by Election Systems & Software

Rental Solution Includes:		
Quantity	Item Description	Price
Tabulation Hardware		
	Model DS200 Precinct Scanner:	
1	Model DS200 WITHOUT Ballot Box (Includes Scanner, Carrying Case, Paper Roll and One (1) Standard 4GB Memory Device)	\$945.00
Election Services		
X	Equipment Installation	\$115.00
Shipping & Other		
X	Shipping & Handling	\$380.00
Total Rental Solution		\$1,440.00

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

Proposal

Proposal Date: 9/1/2020
Proposal #: 2020-1

Bill To:

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

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

General Election November 3, 2020 COVID-19 Supplies

Total \$12,550.00



U.S. Business Products
 P.O. Box 9172
 Dothan, AL 36304

Invoice
 149571

FSC Certification SCS-COC-003266
 FSC License CO92641
 FSC Mix

P.O. Box 9172
 Dothan, AL 36304

Invoice Date
 09-01-20

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

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

Order #	149571	Ordered By		Your PO#	
Order Date	08-26-20	Ship Via	DELIVERY	Terms	NET 30 DAYS
Ship Date	08-26-20	Tracking #	9-1-20 BILL PER DALLAS GRAY		

Part #	Description	Unit	Qty Ord	Qty Shp	BkOrd	Price	Ext Price
DISPOSABLEMASKSBX	DISPOSABLE MASKS, 3-PLY, 50/BX	BX	300.00	300.00	0.00	14.50	4,350.00
BSN37531	PEN,BP,STK,MED,BK, 60CT	BOX	550.00	550.00	0.00	5.98	3,289.00

Notes & Comments **2020 GENERAL ELECTION COVID EXPENSE**	Item Total	7,639.00
	Ship Chg	
	Sales Tax	0.00
	Invoice Total	7,639.00



FSC Certification SCS-COC-003266
 FSC License CO92641
 FSC Mix

U.S. Business Products
 P.O. Box 9172
 Dothan, AL 36304

P.O. Box 9172
 Dothan, AL 36304

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

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

Order #	149234	Ordered By		Your PO#	DALLAS GRAY
Order Date	08-19-20	Ship Via	Best Way	Terms	NET 30 DAYS
Ship Date	08-19-20	Tracking #	8-26-20 MELENA SHIVER		

Part #	Description	Unit	Qty Ord	Qty Shp	BkOrd	Price	Ext Price
RAC77182CT	LYSOL 4 IN 1 DISINFECTING WIPES, LEMON/LIME	CS	10.00	10.00	0.00	45.00	450.00

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Notes & Comments 2020 GENERAL ELECTION COVID EXPENSE	Item Total	450.00
	Ship Chg	
	Sales Tax	0.00
	Invoice Total	450.00



Premier
Carpet Care

QUOTATION

1474 South Union Avenue
Post Office Box 2442
Ozark, Alabama 36361

Phone: 334-445-6000
Fax: 334-443-6000
E-mail:
PremierCarpetCare
@yahoo.com

Date: 08/26/2020

Quotation for:

Dale County Probate Judge
Sharon Michalic
Ozark, Alabama 36360

Date	Description	Amount
	Pre-clean General Election (11/03/2020) polling places in re- sponse to COVID 19 concerns	\$5723.40
	Post-clean General Election (11/03/2020) polling places in re- sponse to COVID 19 concerns	\$5723.40
		11446.80

Thank you for considering Premier
Carpet Care.

8/26/2020 12:53 PM

Pre and Post Cleaning
Dale County Polling Places

LOCATION	SF	PRICE PER CLEANING	COMMENTS
ARLTON	800	\$240.00	
ARGUTA	1000	\$300.00	
BERTHA	1150	\$345.00	
CLAYHATCHEE	1200	\$360.00	
CLOPTON	1100	\$330.00	
DALEVILLE	1200	\$360.00	
ECHO	1860	\$558.00	
EWELL	400	\$120.00	
FORT RUCKER	1000	\$300.00	
GRIMES	1403	\$420.90	
LEVEL PLAINS	2500	\$750.00	
MARLEY MILL	800	\$240.00	
MIDLAND CITY	375	\$112.50	
NEWTON	1090	\$327.00	rear meeting room
OZARK	0	\$0.00	REQUESTED NO SERVICE PRE OR POST
PINCKARD	150	\$45.00	
ROCKY HEAD	900	\$270.00	
SKIPPERVILLE	1800	\$540.00	
SYLVAN GROVE	350	\$105.00	
	19078	\$5,723.40	TOTAL

**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:

FUNDING SOURCE	ESTIMATED COSTS
HRRR Funds	\$ 72,846.00
County Funds	\$ 8,094.00

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.

HRRR-2319(253)

- 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

HRRR-2319(253)

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,

HRRR-2319(253)

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 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, 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, H, M, and N** are hereby attached to and made a part of this Agreement.

HRRR-2319(253)

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:

Dale County, Alabama

By: [Signature]
Clerk (Signature)

By: [Signature]
As Chairman (Signature)

Cheryl Gandy
Type Name of Clerk
(AFFIX SEAL)

Mark Blakeship
Type 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:

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

[Signature]
Chairman

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)

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 deems 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.

EXHIBIT H

Page 1

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:

- 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);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 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.F.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,

EXHIBIT H

Page 3

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:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

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.

EXHIBIT H

Page 5

- 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.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

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

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

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

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

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

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

HRRR-2319(253)

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

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

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

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

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

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

**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:

FUNDING SOURCE	ESTIMATED COSTS
FA Funds (FY 2019)	\$ 502,977.65
FAEF	\$ 230,112.18
County Funds	\$ 80,218.40

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 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 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 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.

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 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 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: Cheryl Gansley
Clerk (Signature)

Cheryl Gansley
Print Name of Clerk
(AFFIX SEAL)

Dale County, Alabama

By: [Signature]
As Chairman (Signature)

Mark Blankenship
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 8 day of September, 2020, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Cheryl Grady
County Clerk

[Signature]
Chairman

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.

Cheryl Grady
County Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS

REV. 9/19/16

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 deems appropriate.

STD CONTRACT EXHIBITS

REV. 9/19/16

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.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT H

Page 1

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:

- 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);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 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.F.R. parts 37 and 38;

STD CONTRACT EXHIBITS
REV. 9/19/16

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,

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 3

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:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

**STD CONTRACT EXHIBITS
REV. 9/19/16**

**EXHIBIT H
Page 4**

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.

**STD CONTRACT EXHIBITS
REV. 9/19/16****EXHIBIT H**

Page 5

- 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.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

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.

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

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

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

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

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

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

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 misexpenditure 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

STD CONTRACT EXHIBITS

REV. 9/19/16

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 deems 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.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT H

Page 1

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:

- 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);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 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.F.R. parts 37 and 38;

STD CONTRACT EXHIBITS

REV. 9/19/16

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,

**STD CONTRACT EXHIBITS
REV. 9/19/16****EXHIBIT H**

Page 3

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:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT H

Page 4

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.

STD CONTRACT EXHIBITS**REV. 9/19/16****EXHIBIT H**

Page 5

- 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.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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