

TUSCALOOSA COUNTY COMMISSION

MEETING

August 4, 2010

TUSCALOOSA COUNTY                   §  
STATE OF ALABAMA                   §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Gary Youngblood  
Don Wallace  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for engineering services on the following projects:

Patriot Parkway Extension Project \$1,500.00  
Old Jasper Road Bridge Replacement Project \$2,200.00

Exhibit 8-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution for the Lye Branch Bridge Replacement Project as required by the Alabama Department of Transportation.

Exhibit 8-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to declare the

following items as surplus property:

Unit #027A-1997 Ford Crown Victoria VIN 2FALP71W4VX153631  
Unit #906A-1996 Ford F250 Pickup Truck VIN 1FTHX25F2TEA89083  
Scrap metal pile located at the County Shop

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously award the following Full-Depth Reclamation Project bids:

BOYD ROAD

The Miller Group, Morrow, GA \$211,365.00

BART BROWN ROAD

The Miller Group, Morrow, GA \$116,737.50

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the execution of a pit agreement with the Alabama Department of Transportation to obtain shoulder material from the State right-of-way to be used on Tom Montgomery Road, contingent upon ALDOT's approval.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for the Wire Road Full-Depth Reclamation Project to the lowest bidder meeting specifications. The bidding firms are as follows:

The Miller Group, Morrow, GA  
APAC Mid-South, Inc., Birmingham, AL  
Blount Construction, Marietta, GA  
Pozzolanic Contracting, Knoxville, TN

Exhibit 8-3, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize a waiver of landfill charges for the 2010 Renew our Rivers Clean Up of Holt Lake scheduled for August 14, 2010.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve Change Order No. 1 in the amount of \$4,129.20 for the Patriot Parkway Lighting and Sidewalk Project. This change order will allow Hall-Taylor Construction Company to remove broken up curb and gutter to be replaced with a new combination of curb and gutter.

Exhibit 8-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve Pay Estimate No. 1 to Hall-Taylor Construction Co., Inc. in the amount of \$98,447.69 and payment to Sentell Engineering, Inc. for construction engineering in the amount of \$13,544.30 for the Patriot Parkway Sidewalk and Lighting Project.

Exhibit 8-5, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of June, 2010.

Exhibit 8-6, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution designating the Bama Theatre to be a location of the Circuit Court in the 6<sup>th</sup> Judicial Circuit due to a special setting of a civil case where the Circuit Clerk sent jury summonses to 1,000 Tuscaloosa County residents.

Exhibit 8-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Attorney Robert Spence to purchase a parcel of land from Mildred Hutchins located off of Bear Creek Road.

Exhibit 8-8, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize execution of a Lease Agreement with the Alabama Department of Transportation to place a trailer to be used as a substation for the Sheriff's Office at the intersection of Highway 216 and Gary Youngblood Parkway to provide better law enforcement to the area.

Exhibit 8-9, Page

Bids for a storage array unit for the IT Department were opened and referred to the IT Department for review. The bidding firms are as follows:

Teklinks, Birmingham, AL  
Dasher Technologies, Birmingham, AL  
Cybernetics, Yorktown, VA

Exhibit 8-10, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize a one-time maintenance of Scruggs Lane by the Engineering Department.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize Sentell Engineering to proceed with the bidding and construction engineering of the Northside Schools Sidewalk Project.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to post Upper Hulls Road at 45 MPH instead of 35 MPH.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to install a 4-Way Stop at the intersection of Romulus Road and Sipse Valley Road.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution accepting Oak Valley Subdivision.

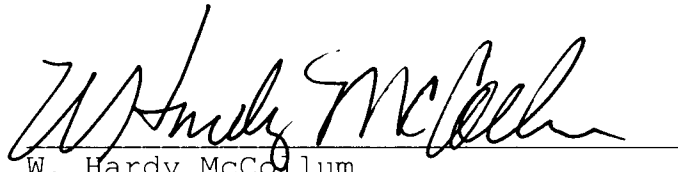
Exhibit 8-11, Page 6

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize a paving project at Riverside Middle School, which consists of resurfacing the parking lot, track, and miscellaneous areas around the school campus.

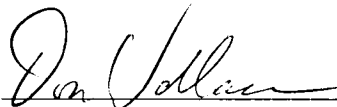
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt the advertised Litter Ordinance pursuant to the provisions of The Alabama Limited Self-Governance Act, Code of Alabama § 13-3A-1, et sec.

Exhibit 8-11, Page

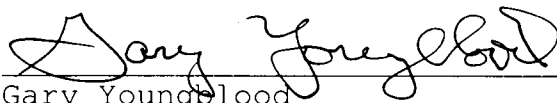
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 18, 2010.



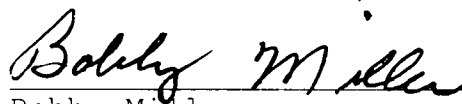
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



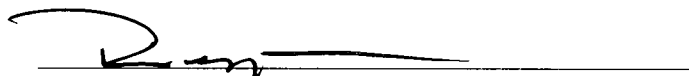
Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

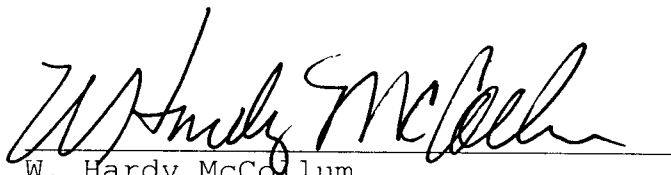
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Exhibit 8-12, Page

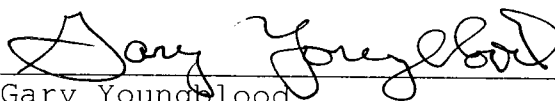
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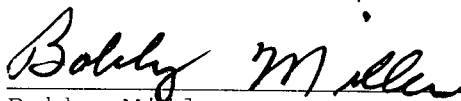
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

**BURK-KLEINPETER, INC.**

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

ASSOCIATES  
DAVID S. HARGROVE, PE  
CRAIG P. WILLIAMS, PE

600 LURLEEN WALLACE BOULEVARD, SUITE 180  
TUSCALOOSA, AL 35401  
TELEPHONE (205) 759-3221 FAX (205) 759-9166  
WWW.BKIUSA.COM

REGIONAL VICE PRESIDENT- AL  
O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE



WILLIAM R. BURK, JR.. 1912-1986

OVER 100 YEARS OF SERVICE

June 30, 2010

Mr. Bobby Hagler  
Tuscaloosa County Engineering Office  
2810 35th Street  
Tuscaloosa, Alabama 35401

Re: Patriot Parkway Extension  
Invoice #26  
BKI Job No. 3196

For professional services rendered on the referenced project through the month of June 2010.

PAYMENT REQUEST NO. 26

MAX FEE \$ 206,500.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	63,624.00	-
<b>TOTALS:</b>			\$206,104.00	\$ -
<b>ADDITIONAL SERVICES:</b>	<b>TOTAL AMOUNT</b>	<b>% COMPLETE</b>	<b>AMOUNT COMPLETE</b>	<b>CURRENT AMOUNT DUE</b>
<b>DESIGN:</b>				
DESIGN	\$ 69,500.00	100%	\$69,246.00	
SURVEY	\$ 40,315.00	94%	\$ 38,053.20	
GEOTECHNICAL	\$ 42,350.00	100%	\$ 42,350.00	
<b>CONSTRUCTION ENGINEERING &amp; INSPECTION:</b>				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
<b>ADDITIONAL SERVICES:</b>				
WETLAND CROSSING	\$ 11,500.00	78%	\$ 9,000.00	\$ 1,500.00
<b>TOTAL</b>			<b>\$158,649.20</b>	<b>\$ 1,500.00</b>

**TOTALS:** \$364,753.20

LESS PREVIOUSLY INVOICED: (363,253.20)

**AMOUNT DUE THIS INVOICE: \$ 1,500.00**

BKI Invoice: 48196  
jc

received  
7-16-10



## **Burk - Kleinpeter, Inc.**

Engineers - Architects - Planners - Environmental Scientists  
600 Lurleen Wallace Blvd. Ste. 180 - Tuscaloosa, AL 35401-1734 - (205) 759-3221

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### **Patriot Parkway Extension Project Update**

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This update is for the month of **July**.

The design phase of the project is practically complete. We are about 99% complete. The only delay is waiting on information on US Highway 82 to incorporate into the plans. We will make any modifications necessary once this information is obtained.

As previously stated, we encountered a wetland at the bridge site. There is additional work associated with this that needs to be discussed. We have moved forward a little in the interest of time but not much. We just need to make sure to obtain the appropriate permit once construction is about to begin. This structure is in Phase II so it will not be in the first phase of construction.

The plats for landowners have been completed and we are in the process of discussing the project with landowners. I have been meeting with landowners with Matt Tompkins who is the attorney responsible for negotiation. We are concentrating on the property located in the first phase the most. We will keep you informed throughout this process.

The intent at this point is to let the project in two phases:

Phase I: Old Marion to Bear Creek Road

Phase II: Bear Creek Road to US Highway 82

Items that need to be addressed:

1. Complete land acquisition (Currently underway).
2. Delineate wetland and incorporate information into plans (Located in Phase II).

In general, once land acquisition is complete, we can bid project. Based on the number of parcels in Phase I, it is anticipated that this will be complete this fall and construction can begin.

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**Written By:** Bruce Higginbotham

**Date:** 7/29/10



**BURK-KLEINPETER, INC.**

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

ASSOCIATES  
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O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE



WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

June 30, 2010

Bobby Hagler  
Tuscaloosa County Engineer  
2810 35th Street  
Tuscaloosa, AL 35401

RE: Old Jasper Road Bridge  
Invoice #12  
BKI Job No. 3338

For professional services rendered on the referenced project through the month of June 2010.

**PAYMENT REQUEST NO. 12**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,200.00	93%	\$ 43,070.00	\$ -
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 20,750.00	11%	\$ 2,200.00	\$ 2,200.00
			\$ 52,970.00	\$ 2,200.00

PREVIOUSLY INVOICED: \$ (50,770.00)  
AMOUNT DUE: \$ 2,200.00

BKI INVOICE: 48204  
JC

Received  
7-16-10



## **Burk - Kleinpeter, Inc.**

Engineers - Architects - Planners - Environmental Scientists  
600 Lurleen Wallace Blvd. Ste. 180 - Tuscaloosa, AL 35401-1734 - (205) 759-3221

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### **Old Jasper Road Bridge Replacement Project Update**

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This update is for the month of **July**.

The design phase of the project is underway. The main concern throughout the early stages of the project was ensuring that ALDOT would accept an AASHTO bridge. We actually worked ahead under the assumption that this would be approved based on verbal approvals from ALDOT. Official approval was given last week.

- The TS&L has been approved by ALDOT.
- The CAT has been submitted and approved.
- The site has been drilled and the geotechnical report is nearing completion.

We are now in the process of completing the plan set based on available information. Once we receive final geotechnical report, we will be able to complete.

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**Written By:** Bruce Higginbotham

**Date:** 7/29/10

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

County of Tuscaloosa

Project No.: TCP 63-01-10

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

Replacement of a 75 foot bridge over Lye Branch on Co Rd 238 (Hargrove Road East) approximately 9.85 miles South of Skyland Blvd.  
East 1/2 of West 1/2 of Section 5, Township 24 North, Range 7 East  
Structure Number - O Co0345 63 0000052Z 00  
Sufficiency Rating - 41.7  
Status - 1  
Bin No. - 012435

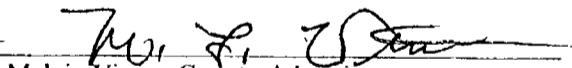
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or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

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

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

Approved this 4<sup>th</sup>, day of August, 2010 by the Tuscaloosa County Commission.


  
W. Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

  
Gary Youngblood, Commissioner District 2

  
Don Wallace, Commissioner District 1

  
Bobby Miller, Commissioner, District 3

  
Reginald Murray, Commissioner District 4

**WIRE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
302-A	Full Depth Reclamation 10 inches thick	66,700	SYCIP	\$ 3.32	\$ 221,444.00
302-B	Portland Cement for Full Depth Reclamation	1,425	TON	\$ 126.50	\$ 180,262.50
401A-008	Type "J" Bituminous Surface Treatment	57,750	SY	\$ 1.56	\$ 90,090.00
401A-010	Type "L" Bituminous Surface Treatment	8,950	SY	\$ 5.04	\$ 45,108.00
429A-240	Bituminous Wearing Surface	6,400	TONS IN PLACE	\$ 70.94	\$ 454,016.00
429B-241	Bituminous Binder Layer	2,000	TONS IN PLACE	\$ 61.22	\$ 122,440.00
701C-002	Broken Temporary Stripe (Paint)	4	MILE	\$ 787.50	\$ 3,150.00
701-003	Solid Temporary Stripe (Paint)	16	MILE	\$ 861.00	\$ 13,776.00
600	Mobilization	1	EACH	\$ 60,000.00	\$ 60,000.00
<b>Total Bid</b>					\$ 1,190,286.50

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: **The Miller Group, Inc.**

Mailing Address: 1715 Nolan Ct, Morrow, GA 30260

Telephone: (770) 968-9100

Name: **Kimbel Stokes**

Title: **General Manager**

Date: 8/4/2010



BID BOND NO. TS8009690-19/665009-10019

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY         )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, The Miller  
Group, Inc., as Principal;  
and General Insurance Company of America, as Surety are  
hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter  
called the County, in the sum of Five Percent (5%) of the Amount Bid Dollars  
( \$ 5% ) for payment of which sum, well and truly to be made, the said  
Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the  
County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in  
writing with the County, for the following project or portion thereof:

**Wire Road Full Depth Reclamation and Resurfacing Project**

**NOW, THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood

and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 4 day of August, 2010, the name and corporate representative, pursuant to authority of its governing body.

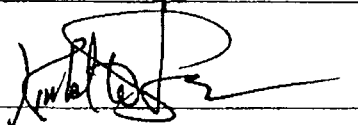
Witness:



Principal:

The Miller Group, Inc. (Seal)

By:



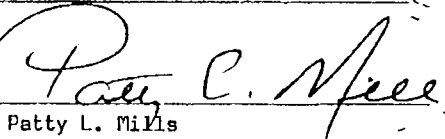
**Kimbel Stokes**

Title: **General Manager**

Surety:

General Insurance Company of America (Seal)

By:



Patty L. Mills

Title: Attorney-in-Fact (AL Non-Resident License 272050)

  
~~ATTORNEY~~ WITNESS:

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 7595

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*DEBRA LAYNE ANDERSON; KRISTI M. FLYNN; REBECCA E. HOWARD; PATTY L. MILLS; WILLIAM G. MOODY; NORMANDY SUTTON; FAYE B. WHEELER; Atlanta, Georgia\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4 day of August, 2010



Dexter R. Legg

Dexter R. Legg, Secretary



The Miller Group, Inc.  
1715 Nolan Court  
Morrow, Georgia 30260  
Tel. (770) 968-9100  
Fax (770) 968-0002

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## The Miller Group's Traffic Control Plan Full Depth Reclamation of Wire Road Tuscaloosa County

All advanced warning signs will be placed by the county. The Miller Group will use all necessary temporary road work signs as required by the Manual on Uniform Traffic Control Devices (2009 Edition) for our work, and the subcontractors will provide their own traffic control. The Miller Group will station a flagman on each end of the area under construction. Reclamation will be limited to one lane at a time and a pilot car will be used to usher civilian vehicles between flagman stations. Three Traffic control specialists will be onsite. They are:

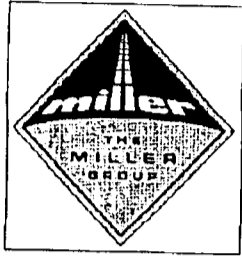
Henry Land - Foreman  
James Hall - Foreman  
Phil Leininger - Superintendent

Phil will be available 24 hours a day during construction and will be reachable by cell phone: (404) 427-3164.

Member of the Asphalt Recycling & Reclaiming Association







The Miller Group, Inc.  
1715 Nolan Court  
Morrow, Georgia 30260  
Tel. (770) 968-9100  
Fax (770) 968-0002

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The Miller Group's Erosion Control Plan  
Full Depth Reclamation of Wire Road  
Tuscaloosa County

Due to the nature of Cement Reclamation, we do not anticipate needing any erosion control methods since any disturbed surface is bound together. However, if needed, silt fence will be placed in areas as specified by the Engineer.

All erosion control shall be handled by Matthew Kroge (770) 630-8699 and the onsite representative for maintaining erosion control shall be Phil Leininger (404) 427-3164.

Member of the Asphalt Recycling & Reclaiming Association



**WIRE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
302-A	Full Depth Reclamation 10 inches thick	66,700	SYCIP	<u>4.14</u>	<u>276,138.00</u>
302-B	Portland Cement for Full Depth Reclamation	1,425	TON	<u>139.00</u>	<u>198,075.00</u>
401A-008	Type "J" Bituminous Surface Treatment	57,750	SY	<u>1.65</u>	<u>95,287.50</u>
401A-010	Type "L" Bituminous Surface Treatment	8,950	SY	<u>5.28</u>	<u>47,256.00</u>
429A-240	Bituminous Wearing Surface	6,400	TONS IN PLACE	<u>71.20</u>	<u>455,680.00</u>
429B-241	Bituminous Binder Layer	2,000	TONS IN PLACE	<u>62.00</u>	<u>124,000.00</u>
701C-002	Broken Temporary Stripe (Paint)	4	MILE	<u>835.00</u>	<u>3340.00</u>
701-003	Solid Temporary Stripe (Paint)	16	MILE	<u>912.00</u>	<u>14592.00</u>
600	Mobilization	1	EACH	<u>77300.00</u>	<u>77,300.00</u>
<b>Total Bid</b>					<u>1,291,668.50</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: APAC Mid-South Inc

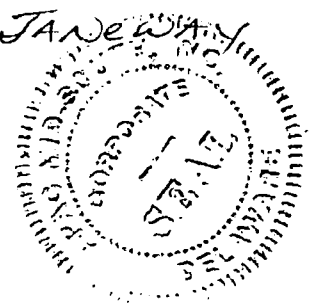
Mailing Address: P.O. Box 385025 Birmingham AL 35238

Telephone: 205-995-5900

Name: Jeffery L. JANEWAY

Title: Vice President

Date: 8-4-10



STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, AAAC Mid South Inc, as Principal;  
and Federke Insurance Co., as Surety are  
hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter  
called the County, in the sum of 5% of Amount of Bid Dollars  
( \$ 5% ) for payment of which sum, well and truly to be made, the said  
Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the  
County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in  
writing with the County, for the following project or portion thereof:

**Wire Road Full Depth Reclamation and Resurfacing Project**

**NOW, THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this  
award shall be considered the contract for the project. The contractor shall execute and  
deliver Performance Bond and Payment Bond in the Forms as attached to the County  
Engineer executed by a surety company authorized and qualified to make such bonds in  
the State of Alabama and in the amounts required by the bid within ten (10) days after the  
date of award by the Tuscaloosa County Commission; Then, this obligation shall be void,  
otherwise, the same shall remain in full force and effect; it being expressly understood.

and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 4<sup>th</sup> day of August, 20 10, the name and corporate representative, pursuant to authority of its governing body.

Witness:

Charlotte Zani

Principal:

ASAC Mid-South Inc  
[Signature] (Seal)

By: Jeffrey L. Tanaway

Title: Vice President

Federal Insurance Co.  
15 Mountain View Rd  
Warren, NJ 07059.

Surety:

Michael R. Halpin (Seal)

By: MICHAEL R HALPIN

Title: ATTORNEY-IN-FACT

ATTEST:

[Signature]

**NOTE:** Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

**NOTE:** Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Timothy G. Mullendore, Michael R. Halpin, Thomas G. Pigg, Roy A. Mullendore, Jeffrey L. Janeway, Sam W. Head, Jr. and Harry S. Curlin of Birmingham, Alabama

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations) on behalf of APAC - Southeast, Inc. (DBA - Alabama Division) as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- In- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5<sup>th</sup> day of April, 2007

*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

*James E. Altman*  
James E. Altman, Vice President

STATE OF NEW JERSEY

County of Somerset

On this, 5<sup>th</sup> day of April, 2007

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with James E. Altman, and knows him to be Vice President of said Companies; and that the signature of James E. Altman, subscribed to said Power of Attorney is in the genuine handwriting of James E. Altman, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER  
Notary Public, State of New Jersey  
No. 2231647  
Commission Expires Oct. 28, 2009

*Karen A. Eder*  
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 4<sup>th</sup> day of August 2010



*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**SURETY ACKNOWLEDGMENT**

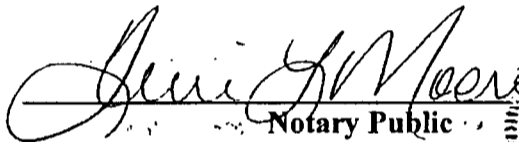
STATE OF ALABAMA

}

COUNTY OF JEFFERSON

} SS

On this 4th day of August, 2010, before me personally came MICHAEL R. HALPIN to me known; who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 25, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Traffic Control Plan – Wire Road Tuscaloosa County

Road construction ahead signs will be placed at both ends of the project.

Portable “One Lane Ahead” signs will be used at the 3 sites on Wire Road, as construction dictates.

Two flagmen and a pilot car will be used to direct traffic around the construction work.

STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO. 43461  
TYPE: RENEWAL

# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

APAC MID-SOUTH INC  
BIRMINGHAM, AL 35242

is hereby licensed a General Contractor in the State of Alabama and is authorized to

perform the following type(s) of work:  
BC: BUILDING CONSTRUCTION HS: HIGHWAYS AND STREETS MU: MUNICIPAL AND UTILITY  
H/RR: HEAVY AND RAILROAD

until December 31, 2010 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

1 st day of DECEMBER 2009  
SECRETARY-TREASURER

055129  
CHAIRMAN



**WIRE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
302-A	Full Depth Reclamation 10 inches thick	66,700	SYCIP	\$2.75	\$183,425.00
302-B	Portland Cement for Full Depth Reclamation	1,425	TON	\$102.50	\$146,062.50
401A-008	Type "J" Bituminous Surface Treatment	57,750	SY	\$1.60	\$92,400.00
401A-010	Type "L" Bituminous Surface Treatment	8,950	SY	\$5.00	\$44,750.00
429A-240	Bituminous Wearing Surface	6,400	TONS IN PLACE	\$67.56	\$432,384.00
429B-241	Bituminous Binder Layer	2,000	TONS IN PLACE	\$58.30	\$116,600.00
701C-002	Broken Temporary Stripe (Paint)	4	MILE	\$825.00	\$3,300.00
701-003	Solid Temporary Stripe (Paint)	16	MILE	\$902.00	\$14,432.00
600	Mobilization	1	EACH	\$33,200.00	\$33,200.00
<b>Total Bid</b>	One million sixty six thousand five hundred fifty three dollars and fifty cents.				\$1,066,553.50

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Blount Construction Company

1230 Sands Place

Mailing Address: Marietta, GA 30067

Telephone: 770-541-7333

Name: Dale J. Cronauer

Title: President

Date: 8-4-2010

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY         )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, BLOUNT CONSTRUCTION COMPANY, INC., as Principal; and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of FIVE PERCENT OF AMOUNT OF BOND----- Dollars (\$5%-----) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:

**Wire Road Full Depth Reclamation and Resurfacing Project**

**NOW, THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood

and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

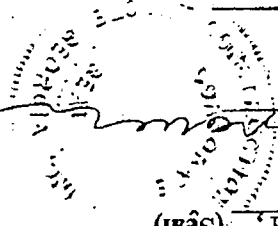
IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 4th day of AUGUST 2010, the name and corporate representative, pursuant to authority of its governing body.

Witness:

*[Handwritten signature]*

Principal:

BLOUNT CONSTRUCTION COMPANY, INC.  
(Seal)  
By: *[Handwritten signature]*  
Dale J. Cronauer  
President  
Title:



ATTEST:

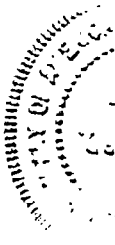
*[Handwritten signature]*

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

Surety:

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
By: *[Handwritten signature]*  
TATE WRIGHT, III  
Title: ATTORNEY-IN-FACT



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221263

Certificate No. 003684719

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tate Wright III, and Cheryl Breitbach

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of May 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 27th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2010.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



1730 Sands Place  
Marietta, GA 30067  
Phone: 770-541-7333  
Fax: 770-541-7340

---

Traffic Control Plan For The Full Depth Reclamation  
And Resurfacing Of Wire Road  
Tuscaloosa County

Blount Construction Company, Inc. will furnish the necessary devices per the MUTCD 2009 Edition for the reconstruction of Wire Road. This includes temporary tripod mounted construction signs in both directions of the work area, flaggers on each end of the project and a pilot car to guide the public through the work zone.

Construction will take place in one lane at a time, leaving one open travel lane. There will be minimal wait times for the traveling public of a few minutes.

On Site Management --

Job Superintendent - Doug Myers 404-245-5406

Job Foreman - Greg Yates 678-618-3885

**WIRE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
302-A	Full Depth Reclamation 10 inches thick	66,700	SYCIP	<u>\$ 3.15</u>	<u>\$ 210,105.00</u>
302-B	Portland Cement for Full Depth Reclamation	1,425	TON	<u>\$ 115.00</u>	<u>\$ 163,875.00</u>
401A-008	Type "J" Bituminous Surface Treatment	57,750	SY	<u>\$ 1.82</u>	<u>\$ 105,105.00</u>
401A-010	Type "L" Bituminous Surface Treatment	8,950	SY	<u>\$ 5.81</u>	<u>\$ 51,999.50</u>
429A-240	Bituminous Wearing Surface	6,400	TONS IN PLACE	<u>\$ 74.32</u>	<u>\$ 475,648.00</u>
429B-241	Bituminous Binder Layer	2,000	TONS IN PLACE	<u>\$ 64.13</u>	<u>\$ 128,260.00</u>
701C-002	Broken Temporary Stripe (Paint)	4	MILE	<u>\$ 907.50</u>	<u>\$ 3,630.00</u>
701-003	Solid Temporary Stripe (Paint)	16	MILE	<u>\$ 992.00</u>	<u>\$ 15,872.00</u>
600	Mobilization	1	EACH	<u>\$ 45,000.00</u>	<u>\$ 45,000.00</u>
<b>Total Bid</b>				<u>\$</u>	<u>1,199,494.50</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Pozzolanic Contracting & Supply Co., Inc.

Mailing Address: 2531 Asbury Road, Knoxville, TN 37914-6410

Telephone: 865-546-7676

Name: Anna Cantrell

Title: President

Date: 8/04/2010

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY         )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
Pozzolanic Contracting & Supply Co., Inc., as Principal;  
and Berkley Regional Insurance Company, as Surety are  
hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter  
called the County, in the sum of five percent of amt. bid Dollars  
( \$ 5% amt. bid ) for payment of which sum, well and truly to be made, the said  
Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the  
County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in  
writing with the County, for the following project or portion thereof:

**Wire Road Full Depth Reclamation and Resurfacing Project**

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- (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood



and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 4th day of August, 20 10, the name and corporate representative, pursuant to authority of its governing body.

Witness:

Chris Williams

Principal:

Pozzolanac Contracting & Supply Co., Inc. (Seal)

By: Anna Cantrell

Title: President



Surety:

Berkley Regional Insurance Company (Seal)

By: [Signature]

David A. Bennett

Title: Attorney IN Fact

ATTEST:

[Signature]

Angela Boie, witness

**NOTE:** Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

**NOTE:** Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.



**TRAFFIC CONTROL PLAN FOR WIRE ROAD IN  
TUSCALOOSA COUNTY ALABAMA:**

Pozzolan Contracting & Supply Company, Inc. will furnish traffic controls including construction signs, flagmen and pilot vehicle as necessary to provide for the safety of the public and construction crews and also to safeguard the integrity of the construction being performed. This plan will be in accordance with the Manual on Uniform Traffic Control Devices (2009 Edition). Flaggers will be properly attired, equipped with staff mounted Stop / Slow paddles in sight of each other, or have direct communications at all times. Flaggers will be stationed 200' from both ends of the work area. Appropriate Road Work and One Lane Road signs will be stationed 500' from both flaggers. Road Work signs will be placed 500' past the work limits of the project on both ends.

HALL-TAYLOR CONSTRUCTION CO., INC.

2501 7<sup>TH</sup> Street Suite 100

TUSCALOOSA, AL 35401

**CHANGE ORDER REQUEST**

Project # STMTE-TE09 (939)

SIDEWALK AND LIGHTING PROJECT ALONG HILLCREST HIGH SCHOOL PATRIOT PARKWAY

Tuscaloosa, Alabama

**Change Order #1**

**JULY 27 2010**

RE; CHANGE ORDER FOR THE COUNTY OF TUSCALOOSA

WORK TO INCLUDE:

ITEM DESCRIPTION	Item No.	UNIT	UNIT PRICE	QUANTITY	AMOUNT
Removing Curb & Gutter	206D003	L.F.	\$10.50	172	\$1,806.00
Combination Curb & Gutter, Type C	623C000	L.F.	\$17.60	132	\$2,323.20
<b>TOTAL CHANGE ORDER #1</b>					<b>\$4,129.20</b>

*Curtis Hall*

Curtis Hall

Hall-Taylor Construction Co., Inc.

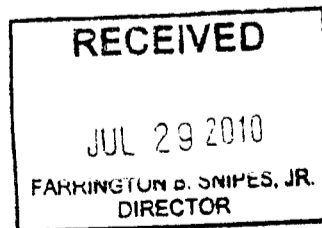
*John H. Stevens*

JOHN H. STEVENS

Sentell Engineering, Inc.

W. Hardy McCollum, Chairman

Tuscaloosa County Commission



APPROVED BY  
COUNTY COMMISSION  
DATE 08 - 04 - 2010

**HALL-TAYLOR CONSTRUCTION CO., INC.**  
**INVOICE**

Form 3 Rev. 5-5-94-1

Sheet 1 of 3

Division 5 District 2 County Tuscaloosa

Estimate No. <u>1</u>
Project No. <u>STMTE-TE09 (939)</u>
Code No. _____

In a/c with County of Tuscaloosa  
 Contractor  
5126 McFarland Boulevard East, Tuscaloosa, AL 35405  
 Address

Sidewalk and Lighting Project Along Hillcrest High School Patriot Parkway

Project Description

Work Performed from June 21, 2010 to July 23, 2010

ITEM DESCRIPTION	UNIT	UNIT PRICE	THIS MONTH		TO DATE	
			QUANTITY	AMOUNT	QUANTITY	AMOUNT
200A000 SITE PREPARATION	L.S.	\$42,255.00	65%	\$27,465.75	L.S.	\$27,465.75
214A000 STRUCTURAL EXCAVATION	C.Y.	\$1.00	0.000	\$0.00	0.000	\$0.00
214B001 Foundation Backfill Commercial	C.Y.	\$36.00	0	\$0.00	0	\$0.00
405A000 Tack Coat	GAL.	\$6.50	0.00	\$0.00	0.0	\$0.00
424A344 Superpave bituminous concrete wearing surface layer patching, 3/4" maximum aggregate size mix, ESAL range A/B	Ton	\$125.00	60.8	\$7,597.50	61	\$7,597.50
430B003 Aggregate Surfacing ALDOT # 57	Ton	\$18.50	0.000	\$0.00	0.00	\$0.00
533B085 73" Span, 45" Rise Storm Sewer Pipe	L.F.	\$152.10	0.00	\$0.00	0.0	\$0.00
533B106 88" Span, 45" Rise Storm Sewer Pipe	L.F.	\$220.00	0	\$0.00	0	\$0.00
600A000 Mobilization	L.S.	\$2,500.00	50%	\$1,250.00	L.S.	\$1,250.00
610C001 Loose Riprap, Class 2	Ton	\$25.50	0	\$0.00	0	\$0.00
610D000 Filter Blanket	S.Y.	\$2.25	0	\$0.00	0	\$0.00
618A000 Concrete Sidewalk, 4" Thick	S.Y.	\$31.00	1364.000	\$42,284.00	1364.000	\$42,284.00
618A001 Concrete Sidewalk, 6" Thick	S.Y.	\$48.00	72.000	\$3,456.00	72.000	\$3,456.00
619B074 88" Span, 54" Rise Roadway Pipe End	EA.	\$6,000.00	0.000	\$0.00	0.000	\$0.00
621A013 Junction Boxes, Type Special	Each	\$5,050.00	0.000	\$0.00	0.000	\$0.00
652A100 Seeding (includes Agricultural Limestone)	Acre	\$750.00	0.00	\$0.00	0.00	\$0.00
654A001 Solid Sodding (Bermuda)	S.Y.	\$3.50	0.00	\$0.00	0.00	\$0.00
656A010 Mulching	Acre	\$750.00	0.00	\$0.00	0.00	\$0.00
650A025 Rolled Erosion Control Product, Type (A1)	S.Y.	\$2.00	0	\$0.00	0	\$0.00
660C057 Shrubs, Hemerolallis 'Yellow' ( Yellow)	Each	\$7.02	0	\$0.00	0	\$0.00
660C062 Shrubs, Juniperus Sargentii (Green)	EACH	\$22.00	0	\$0.00	0	\$0.00
	PAGE	TOTAL	0.000	\$82,053.25	0.000	\$82,053.25

HALL-TAYLOR CONSTRUCTION CO., INC.  
INVOICE

Sheet 2 of 3

ITEM DESCRIPTION	UNIT	UNIT PRICE	THIS MONTH		TO DATE	
			QUANTITY	AMOUNT	QUANTITY	AMOUNT
660C070 Shrubs, Liriope Muscari ( Hybrid Green)	EACH	\$6.00	0	\$0.00	0	\$0.00
660J000 Plant Mulch ( red hardwood)	C.Y.	\$13.92	0	\$0.00	0	\$0.00
660W000 Weed Block Fabric	S.Y.	\$1.50	0	\$0.00	0.000	\$0.00
665J002 Silt Fence	L.F.	\$2.50	0	\$0.00	0	\$0.00
665O002 Silt Fence Removal	L.F.	\$1.00	0.000	\$0.00	0.00	\$0.00
703A004 Traffic Control Markings, Class 2T, Type A	SF	\$6.00	0	\$0.00	0.00	\$0.00
711A000 Roadway Sign Relocation	L.S.	\$4,500.00	1	\$4,500.00	1.00	\$4,500.00
740B000 Construction Signs	S.F.	\$8.50	263	\$2,235.50	263.00	\$2,235.50
740D000 Channelizing Drums	Each	\$25.00	70	\$1,750.00	70.00	\$1,750.00
740E000 Cones (36 inches high) (with reflector tape)	Each	\$18.90	11	\$207.90	11.00	\$207.90
740M001 Ballast for Cone	Each	\$8.00	10	\$80.00	10.00	\$80.00
SE1001 Light Pole & Fixture	Each	\$3,300.00	0	\$0.00	0.00	\$0.00
SE1002 Pencil Junction Box	Each	\$85.00	15	\$1,275.00	15.00	\$1,275.00
SE1003 1" PVC Conduit & Wire	L.F.	\$7.25	1590	\$11,527.50	1590.00	\$11,527.50
SE1004 Electrical Service for Lighting	Each	\$1,400.00	0	\$0.00	0.00	\$0.00
	PAGE	TOTAL	0.000	\$21,575.90	0.000	\$21,575.90



# INVOICE

1. Consulting Firm Sentell Engineering, Inc. Contract ID No.   2. Inv. Date July 26, 2010 Page 1 of 1  
 Street and Number 639 Black Bears Way P.O. Box 1246  
 City Tuscaloosa Zone   State AL Zip Code 35401 3. Payment No. 1

63-0805362

In Account With

4. For Work Agreement Dated:

**ALABAMA DEPARTMENT OF TRANSPORTATION**

April 13, 2010

5. Distribution									6. Sect. No.	7. Percent Comp.	8. Fee Amount	9. Amount Earned Current Month	10. Amount Retained Current Month	11. Amount Earned To Date			12. Amount Retained To Date	13. Amount Previously Paid	14. Amount Due
A/CH	Func.	Obj.	F	Project No.				P/C						Month	Day	Year			
4323	0168	0281		ST	PTE	09	(939)		2		56,902	\$14,257.16	\$712.86	\$14,257.16	\$712.86	\$0.00	\$13,544.30		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
15. Explanation of invoice and description of work completed									16. Totals		\$56,902	\$14,257.16	\$712.86	\$14,257.16	\$712.86	\$0.00	\$13,544.30		

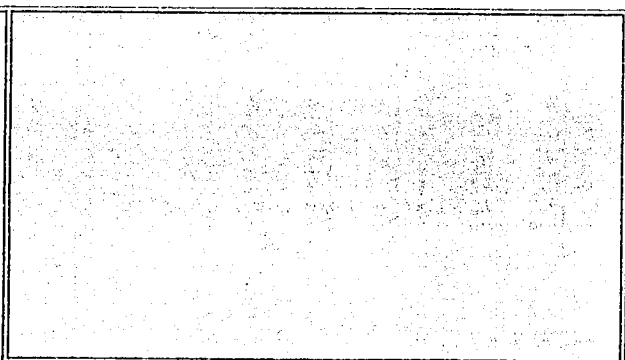
17. I certify that the within amount shown as a total in column 14 (amount due) is correct, and unpaid.

*Mylene A. Miller*  
 Claimant's Signature

Sworn and subscribed to before me this 26th day of July 20 10.

*Anna S. Shelton*  
 Notary Public

*my commission expires 3-1-14*



18. Approved By:

W. Hardy McCollum, Chairman

**APPROVED BY**

**COUNTY COMMISSION**

DATE 08 - 04 - 2010

Job No. 09-088-4

Patriot Parkway Sidewalk & Lighting



MONTH OF: JUNE , 2010

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	3422-4439	\$3,509,378.30
SPECIAL SALES TAX		
112 ROAD & BRIDGE	647-859	\$1,086,072.31
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX	298	\$375,176.48
120 REAPPRAISAL	1423-1437	\$139,310.18
160 COMMUNITY DEVELOP		
710 PAYROLL-CHECKS	91205-91249	\$1,233,756.96
	50022-50168	\$128,873.63
PAYROLL-DIR DEP	28724-29596	\$975,039.63
720 EXCESS LAND SALES	339-340	\$20,438.19
730 FIDUCIARY	21-25	\$210.38
750 PISTOL PERMIT	3646-3668	\$22,863.39
780 E911	4336-4365	\$48,625.73
781 GAS TAX BONDING		
783 WORKMEN'S COMP	5119	\$2,847.69
784 TAX COLL SPECIAL	276	\$32.77
785 TAX ASSR SPECIAL	1672-1676	\$514.23
786 MFG HOMES		
787 MOTOR VEH TRAINING	92	\$195.00
		<hr/>
		\$7,543,334.87

CHECKED BY: W M Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM

W Hardy McCollum

COMMISSIONER, DON WALLACE

Don Wallace

COMMISSIONER, GARY YOUNGBLOOD

Gary Youngblood

COMMISSIONER, BOBBY MILLER

Bobby Miller

COMMISSIONER, REGINALD MURRAY

Reginald Murray

STATE OF ALABAMA           §

TUSCALOOSA COUNTY       §

**A RESOLUTION DESIGNATING THE BAMA THEATRE TO BE A  
LOCATION OF THE CIRCUIT COURT IN THE 6TH JUDICIAL CIRCUIT**

**WHEREAS**, Section 11-3-11(a)(1), Code of Alabama (1975) authorizes the County Commission to designate and change the location of the Circuit Court; and

**WHEREAS**, due to a special setting of a civil case pending before the Hon. John H. England, Jr., in Circuit Court, the Circuit Clerk sent jury summonses to 1,000 Tuscaloosa County residents directing those residents to appear for jury service on August 30, 2010; and

**WHEREAS**, the Tuscaloosa County Courthouse does not have sufficient facilities to accommodate jury pool of such size; and

**WHEREAS**, the Circuit Court requires additional space for selection of the jury in the above referenced cases;

**NOW, THEREFORE, BE IT RESOLVED** that the Bama Theatre located at 600 Greensboro Avenue, Tuscaloosa, Alabama, shall be temporarily designated as an additional facility of the Tuscaloosa County Courthouse for jury selection in the above referenced case beginning on August 30, 2010 and lasting until September 30, 2010.

**AND BE IT FURTHER RESOLVED** that this Resolution shall take effect upon passage.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name on its behalf by its Chairman on this the 4<sup>th</sup> day of August, 2010.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator

THIS INSTRUMENT PREPARED WITHOUT BENEFIT  
OF TITLE EXAMINATION OR SURVEY BY:

Matthew Q. Tompkins  
ROSEN HARWOOD, P.A.  
2200 Jack Warner Parkway  
Suite 200  
Tuscaloosa, Alabama 35401  
(205) 344-5000

STATE OF ALABAMA                    )        Source of Title: Deed Book 325 at Page 474  
  )  
COUNTY OF TUSCALOOSA         )

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **MILDRED LEMLEY HUTCHINS**, an unmarried woman, (herein referred to as "Grantor") does by these presents, grant, bargain, sell, and convey unto **TUSCALOOSA COUNTY**, a political subdivision of the State of Alabama (herein referred to as "Grantee"), all of her undivided interest in and to real estate situated in Tuscaloosa County, Alabama, and more particularly described as follows:

A parcel of land located in the Southeast quarter of the Northeast quarter of Section 13, Township 22 South, Range 10 West, Tuscaloosa County, Alabama and being more particularly described as follows: Commence at an axle, said axle being the Southwest corner of said Southeast quarter of the Northeast quarter, thence S87°29'56"E and along the South boundary of said Southeast quarter of the Northeast quarter a distance 50.13 feet to a point on the East right-of-way of the Old Marion Road (50' ROW), said point also being the Point of Beginning of the parcel herein described; thence N1°36'10"W and along said East right-of-way of the Old Marion Road a distance of 62.38 feet to the intersection with the westerly right-of-way of the Bear Creek Road (60' ROW); thence along said westerly right-of-way of the Bear Creek Road, along a curve concave northeasterly, having a radius of 560.90 feet, a chord bearing of S43°58'17"E, a chord distance of 90.34 feet to a point on the South boundary of said Southeast quarter of the Northeast quarter; thence N87°29'56"W and along said South boundary of the Southeast quarter of the Northeast quarter a distance of 61.03 feet to the Point of Beginning. Said parcel containing 1789 square feet, 0.04 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

This conveyance is made subject to all covenants, restrictions, reservations, easements and rights-of-way of record affecting title to the above described property.

TO HAVE AND TO HOLD the same unto GRANTEE in fee simple, and to its heirs, personal representatives, successors, and assigns forever, together with every contingent remainder and right of reversion.

And said GRANTOR does for herself, her heirs, personal representatives, successors and assigns covenant with the said GRANTEE, its heirs, personal representatives, successors, and assigns, that she is lawfully seized in fee simple of said premises, that said land is free from all encumbrances, unless otherwise noted above, that she is entitled to the immediate possession thereof; that she has a good right to sell and convey the same as aforesaid; and that she will and her heirs, personal representatives, successors, and assigns shall, warrant and defend the same to the said GRANTEE, its heirs, personal representatives, successors, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
**MILDRED LEMLEY HUTCHINS**

STATE OF ALABAMA            )

COUNTY OF TUSCALOOSA    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Mildred Lemley Hutchins**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF ALBAMA

COUNTY OF TUSCALOOSA

**RESOLUTION AUTHORIZING LEASE WITH  
ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT)**

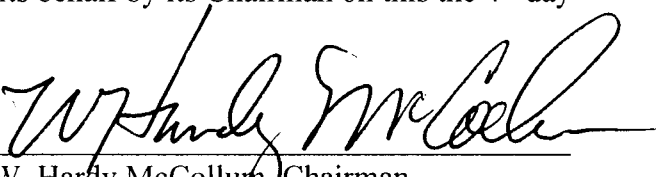
**WHEREAS**, the Tuscaloosa County Sheriff's Office (Sheriff's Office) desires to place a Sheriff's Office substation in the eastern portion of Tuscaloosa County to facilitate the reporting and investigation of crimes in the County; and

**WHEREAS**, the Alabama Department of Transportation (ALDOT) desires to cooperate with the County in providing an area for a substation; and

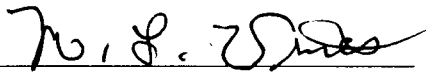
**WHEREAS**, ALDOT owns real property in the area that is part of the old roadbed of SR-216 resulting from the realignment of the roadway lying in the southwest quadrant of the intersection of I-59 and SR-216 (Exit 100) which the parties agree would be suitable for such a substation location.

**NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION**, that the Chairman is authorized to negotiate and execute a lease with ALDOT for the use of the designated property by the Sheriff's Office for locating a substation.

**IN WITNESS WHEREOF**, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 4<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
\_\_\_\_\_  
Melvin Vines, County Administrator

**THIS INSTRUMENT PREPARED BY:  
Alabama Department of Transportation  
Bureau of Right of Way  
Montgomery, AL 36110**

**LEASE**

**STATE OF ALABAMA)  
COUNTY OF TUSCALOOSA)**

**THIS LEASE**, is made and entered into this 1<sup>st</sup> day of September 2010 by and between the State of Alabama, Alabama Department of Transportation, LESSOR (hereinafter ALDOT) and the Tuscaloosa County Commission, LESSEE (hereinafter COUNTY).

**WITNESSETH:**

**WHEREAS**, COUNTY wishes to Lease from ALDOT real property that is a part of the old roadbed of SR-216 resulting from realignment of the roadway lying in the southwest quadrant of the intersection of I-59 and SR- 216 (Exit 100) for a County Sheriff's Office Substation; and

**WHEREAS**, ALDOT desires to cooperate with COUNTY in providing a substation in this location to provide better law enforcement to the area; now

**THEREFORE**, ALDOT does grant to COUNTY permission to occupy the said real property more particularly described in Exhibit A attached hereto and made a part hereof and hereinafter referred to as "premises" for the purpose of developing, operating, and managing a County Sheriff's Office Substation.

In consideration of the "premises," the mutual covenants herein contained, and the sum of \$1.00 by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, the parties do mutually agree to the following terms and conditions:

1. COUNTY shall use the "premises" for the sole purpose of a County Sheriff's Office Substation.
2. COUNTY shall place no permanent structures on the "premises."
3. COUNTY may grade, create a berm, pave, and place a mobile office building on the "premises." All work shall be coordinated with ALDOT's District Engineer. No other improvements, structures, alterations, modifications, or installations shall be made without the written approval of ALDOT's Division Engineer. All improvements, structures, alterations, modifications, and installations made by COUNTY to the "premises" shall be at no cost to ALDOT and upon expiration or termination of this Lease, COUNTY shall remove all improvements, modification, installations, alterations, or structures from the "premises" at no cost to ALDOT or Federal Highway Administration (FHWA).
4. COUNTY shall follow all Federal, State, and Local laws and ordinances regarding the use of the "premises." FHWA Regulations 23 CRF 710.407 shall apply herein and are incorporated by reference.
5. COUNTY shall not interfere with the visibility or sight distances of drivers or in any other way interfere with the safety and freedom of traffic on the adjacent roadways.
6. COUNTY shall permit no hazardous waste on or contamination of the "premises." Should such occur for any reason, COUNTY will be solely responsible for remediation of said hazardous waste and/or contamination with no cost to ALDOT or FHWA.

7. The occupancy and use of the "premises" shall not be such as will permit hazardous or objectionable smoke, fumes, vapor, or odors to rise above the grade line of the highway
8. Any signs, displays, or devices will be restricted to lawful signs, being those indicating ownership and type of on-premise activity and will be subject to regulation by the State and FHWA with respect to number, size, location and design.
9. No hazardous materials shall be stored on the "premises."
10. COUNTY shall be responsible for the safety and security of the "premises."
11. COUNTY shall be responsible for the cost of all utilities related to the use of the "premises."
12. The "premises" or any part thereof shall not be transferred, assigned, or otherwise conveyed to another party without prior written approval of ALDOT, subject to concurrence by FHWA.
13. COUNTY shall be responsible for all maintenance on the "premises" including but not limited to grounds, buildings and facilities and agrees to maintain the "premises" in a neat and safe condition at no cost to ALDOT. Failure to properly maintain the "premises" shall be a violation of this LEASE.
14. ALDOT does not carry insurance to cover COUNTY's personal property, buildings or any improvements. It shall be the responsibility of COUNTY to provide this coverage if it is desired.
15. ALDOT shall, at all times, have the right to enter upon the "premises" or any part thereof for the purpose of inspecting same, maintenance, or for any other lawful reason.
16. ALDOT shall give COUNTY not less than five (5) days notice of any scheduled maintenance work in the area. In the event of emergency maintenance work, ALDOT shall give notice as conditions permit.
17. COUNTY, as part of the consideration herefor, does hereby agree that no person, on the grounds of race, color, national origin, religion, sex or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the area herein described, and the City shall in all respects comply with Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Section 21.5 as amended, and with applicable sections of the Americans with Disabilities Act, 42 U.S. C. 12101, et seq. (1990).
18. COUNTY hereby saves and holds harmless, shall defend and indemnify the State of Alabama, Alabama Department of Transportation, its, employees, agents, heirs, administrators, assigns, servants and representatives ("ALDOT") and FHWA, in both their official and individual capacities, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, representations, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and hearings, of any nature whatsoever, and expenses, including attorney's fees, expenses and/or costs actually incurred, of any nature whatsoever, known or unknown (hereinafter referred to as "claim or claims"), which arises from or is related to this LEASE.
19. COUNTY shall at all times during the term of this Lease carry public liability and property damage insurance with a company authorized to do business in the State of Alabama insuring the State, their officers, agents, and employees in both their official and individual capacities against any and all loss or claims for damage to property or injury to, or death of any person entering upon the ROW in the amount of \$750,000.00 for injury to or death of one person; \$1,000,000.00 for injury or death to more than one person growing out of one accident; and



\$500,000.00 for property damage loss. Said policy or policies of insurance shall each provide that no cancellation thereof shall be permitted without thirty (30) days prior notice thereof being given to COUNTY and to ALDOT at the addresses stated herein. The original of said policy or policies of insurance shall be kept on file in the office of COUNTY and a certificate thereof shall be furnished to ALDOT at the address stated herein. COUNTY shall pay the full cost of such insurance.

20. This LEASE shall be revoked and terminated in the event the "premises" cease to be used for the purpose herein stated, this LEASE is otherwise violated and such violation is not corrected within 30 days following written notice or the "premises" are abandoned.
21. This LEASE shall continue for a period of ten (10) years, unless otherwise terminated as herein provided. The LEASE may be renewed at ALDOT's option upon written request from COUNTY to ALDOT ninety (90) days prior to the expiration of the LEASE.
22. ALDOT or COUNTY may terminate this LEASE at any time by giving ninety (90) days written notice to the other party. Notice shall be sent by Registered or Certified Mail and shall be deemed as given as of the first date the postal service attempts to make delivery. Notice to shall be addressed to:  

<u>COUNTY</u> Chairman Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, Alabama 354091	<u>ALDOT</u> Division Engineer Alabama Department of Transportation 2715 Skyland Blvd. East Tuscaloosa, Alabama 35405
--	---
23. COUNTY shall take proper care of the "premises" and upon expiration of this LEASE, termination as provided herein, or in the event this LEASE is revoked, COUNTY shall vacate the "premises" within 90 days without further notice leaving them in a clean and safe condition. Removal of any alterations, improvements, modification, installations, or structures from the "premises" shall be complete by the end of the 90 day period.
24. The failure of ALDOT to insist on strict performance of any of the covenants or conditions of this Lease or to exercise any portion here conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall remain in full force and effect.
25. This Lease contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Lease that have not been incorporated herein or attached hereto.

{THIS SECTION INTENTIONALLY LEFT BLANK/  
SIGNATURE LINES FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

*Mr. E. S. ...*

TUSCALOOSA COUNTY  
COMMISSION

By: *Hardy McCollum*  
JUDGE W. HARDY MCCOLLUM  
CHAIRMAN

STATE OF ALABAMA  
ALABAMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR  
APPROVAL:

APPROVED BY:

L. DEE ROWE, P.E.  
DIVISION ENGINEER

D. J. MCINNES, DIRECTOR  
ALABAMA DEPARTMENT  
OF TRANSPORTATION

STEVEN E. WALKER, P.E.  
RIGHT OF WAY ENGINEER

APPROVED AS TO FORM:

JIM R. IPPOLITO, JR.  
CHIEF COUNSEL  
ALABAMA DEPARTMENT  
OF TRANSPORTATION

ATTEST:

BETH CHAPMAN  
SECRETARY OF STATE  
OF THE STATE OF ALABAMA

BOB RILEY, GOVERNOR  
STATE OF ALABAMA

Exhibit A

Page – 1

**A parcel of land located in the SE ¼ of SW ¼, Section 19, Township 20S, Range 5W in Tuscaloosa County, Alabama and being more fully described as follows:**

**Commence** at the point of intersection of Gary Youngblood Parkway and Alabama Highway No. 216 at Sta. 117+57.01 on the Centerline of the right-of-way of said Alabama Highway No. 216;

Thence travel S49°49'00"E a distance of 118.46 feet to the proposed property line of the Tuscaloosa County Sherriff's Substation, said point also being the **Point of Beginning** (said point offset 80' and perpendicular to centerline of project at station 116+69.64).

Thence N87°42'15"E and along the proposed property line a distance of 147.51 feet to a point on the proposed property line (said point offset 80' and perpendicular to centerline of project at station 115+22.14);

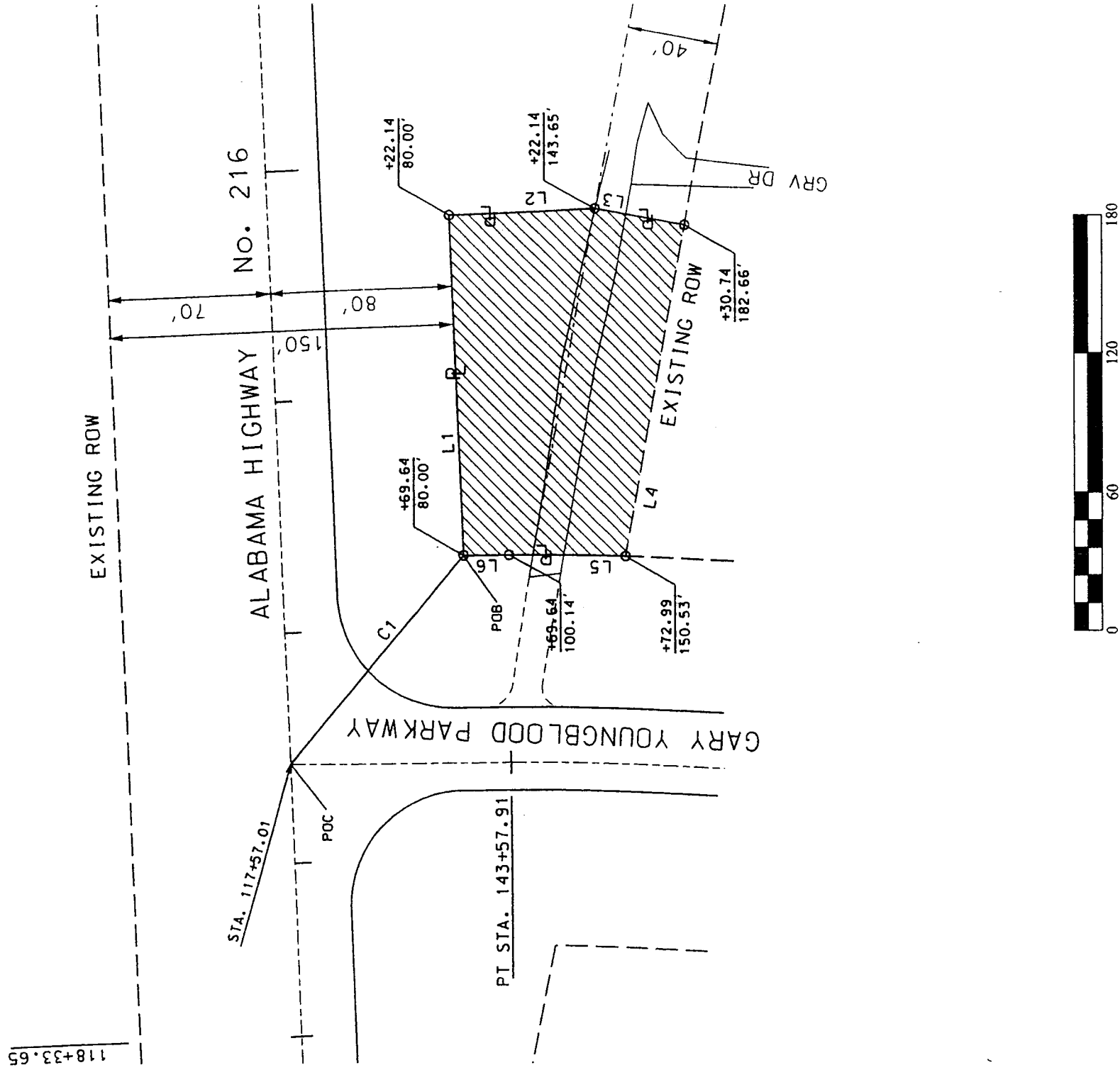
Thence S02°17'45"E and along the proposed property line a distance of 63.65 feet to a point on the proposed property line (said point offset 143.65' and perpendicular to centerline of project at station 115+22.14);

Thence S10°24'15"W and along the proposed property a distance of 40.00 feet to a point on the present R/W line of said Alabama Highway No. 216 (said point offset 182.66' and perpendicular to centerline of project at station 115+30.74);

Thence N 79°32'45" W and along the present R/W line a distance of 145.62 feet to a point on the present R/W line of said Gary Youngblood Parkway (said point offset 150.53' and perpendicular to centerline of project at station 116+72.99);

Thence following the curvature thereof an arc distance of 50.47 feet and along the present R/W line of said Gary Youngblood Parkway to a point on the present R/W line of said Gary Youngblood Parkway (said arc having a chord bearing of N00°44'31"E, a counterclockwise direction, a chord distance of 50.47 feet and a radius of 1200.00 feet) (said point offset 100.14' and perpendicular to centerline of project at station 116+69.64);

Thence N00°22'33"W a distance of 20.14 feet; to the **Point of Beginning**, containing 0.296 acres, more or less;



SE1/4 / SW1/4  
SEC. 19, T 20 S, R 5 W

ALABAMA DEPARTMENT OF TRANSPORTATION  
5TH DIVISION - TUSCALOOSA, ALABAMA

Project No. \_\_\_\_\_  
 County TUSCALOOSA  
 Tract No. N/A  
 Owner STATE OF ALABAMA  
 Total Area 0.29 AC  
 R.O.W. Required N/A  
 Remainder N/A  
 Temp. Easement N/A  
 Scale 1" = 60'

PARCEL 1 OF 1				
COURSE	BEARING	DISTANCE	DELTA	RADIUS
C1	S49°49'00"E	118.46'		
L1	N87°42'15"E	147.51'		
L2	S02°17'45"E	63.65'		
L3	S10°24'15"W	40.00'		
L4	N79°32'45"W	145.62'		
L5	N00°44'31"E(CH)	50.47'(CH)	90°04'56"	1200.00'
L6	N00°22'33"W	20.14'		

Please accept our following response to your Bid Request for options on a Storage Array that can accommodate the current data needs and grow and adapt as your business needs change.

Based on our discussions with James Tullidge, we understand that Tuscaloosa County's video storage needs for the next 2 to 5 years will be a challenge to efficiently store and manage. The current solution has become cumbersome and is proving difficult to manage.

It is extremely important that the County choose a flexible solution; one that can grow and adapt as the County's needs change. Otherwise, the County may have to invest additional time and monies in a very short period of time for another storage platform.

TekLinks, Inc, as the local EMC partner, proposes EMC's Celerra NS Series, Model NS-120 to comply with the Bid Specifications.

The EMC Celerra NS-120 is an affordable unified storage system that scales to 120 drives, connects to multiple storage networks, and provides no-compromise availability. The NS-120 platform, a modular solution, can scale up to 8 X its size from the NS-120 to the NS-480, then up to model NS-960.

EMC Celerra NS Series Data Sheet follows, more information about the EMC Celerra Unified Storage Platforms can be found at <http://www.emc.com/products/series/celerra-unified-storage-platforms.htm>

Thank you for the opportunity to participate in this Bid for your Storage needs. Please let us know if you have any questions, or want to discuss our solution further.

Sincerely,



Nancy Rockett & Bill Stovall



201 Summit Pkwy  
Birmingham, AL 35224  
205.314.6656

Configuration to bid:

Configuration 1:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server

4 x 7200 RPM 26TB storage node with SATA drives

1 X 15000 RPM 3.9TB storage node with FC drives

1 x Install

\$ 297,416.97

Configuration 2:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server

1 x 15000 RPM 7.8TB storage node with FC drives

1 x Install

\$ 131,243.49

Configuration 3:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server

2 x 7200 RPM 26TB storage node with SATA drives

1 x Install

\$ 138,080.97

Configuration 4:



**TekLinks**

1 x redundant Fibre Channel controller and 1 NAS Controller  
1 x web management server  
3 x 7200 RPM 26TB storage node with SATA drives  
1 x Install

\$ 109,578.15

Configuration 5:

1 x redundant Fibre Channel controller and 1 NAS Controller  
1 x web management server  
2 x 7200 RPM 26TB storage node with SATA drives  
1 x Install

\$ 85,390.41

Pricing on optional items should be firm for 12 months.

Optional items: (List all items with pricing)

NAS Controller: 2 data movers included

SATA Storage nodes available: disk - 2TB \* 2,024.00, enclosure \* 3,245.00

Fibre Channel Storage nodes available: 300GB, 15K \* 1,314.50, enclosure \* 3,245.00

\* Solid State Storage nodes available: ③ 73G \* 18,108.75; ③ 200G \* 40,062.00; ③ 400G \* 72,294.75

Premium Support Plan: included - 6 years

Thin Provisioning Licensing: included

Snapshot, Clone, and Volume Copy: included

File Replication: depends on replication requirement, file system repl between Celerra's, or Rainfinity

Enhanced Data Protection: included

Premium Support Plan: included

\* solid state requires 3 drives, # amt = to total of 3 mirrored pair, plus hotspare



**TekLinks**

Platinum Business Partner



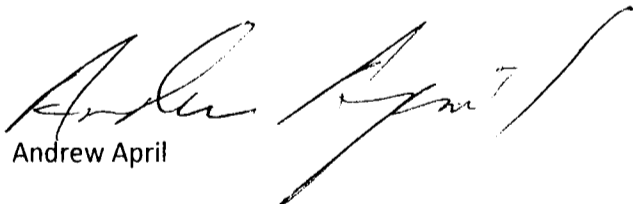
Microsoft  
GOLD CERTIFIED  
Partner

Contact:	Andrew April	Phone:	(205) 591 - 4747
Address:	554 37th Street North - Birmingham, AL35222	Fax:	(205) 263 - 1113

Thank you very much for the opportunity to respond to the Tuscaloosa County Commission's request for a storage array unit. Dasher Technologies is responding with Pillar Data System's Axiom unit that meets or exceeds all specifications in the county's request. In addition to the direct response all Dasher configurations include 3-years of hardware and software support AxiomONE Copy Services (snapshots), thin provisioning of a LUN/FS, FC protocol, iSCSI protocol, full installation, and other features.

Please note that all Fibre Channel bricks ship with or without controllers and include 12 spinning drives. All SATA bricks ship with 13 spinning drives. Currently all solid state bricks ship with 13 drives. All licensing is applied to a single local install and does not carry over to replicated sites.

Thank you again for the opportunity and please contact Andrew April at Dasher Technologies with any questions.



Andrew April

205-591-4747

aapril@dasher.com



Configuration to bid:

Configuration 1:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server

4 x 7200 RPM 26TB storage node with SATA drives

1 X 15000 RPM 3.9TB storage node with FC drives

1 x Install

\$ 183,355<sup>00</sup>

Configuration 2:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server

1 x 15000 RPM 7.8TB storage node with FC drives

1 x Install

\$ 122,884<sup>00</sup>

Configuration 3:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server

2 x 7200 RPM 26TB storage node with SATA drives

1 x Install

\$ 131,325<sup>00</sup>

Configuration 4:

*Dasha Tech*

1 x redundant Fibre Channel controller and 1 NAS Controller

1 x web management server

3 x 7200 RPM 26TB storage node with SATA drives

1 x Install

\$168,295<sup>00</sup>

Configuration 5:

1 x redundant Fibre Channel controller and 1 NAS Controller

1 x web management server

2 x 7200 RPM 26TB storage node with SATA drives

1 x Install

\$150,525<sup>00</sup>

Pricing on optional items should be firm for 12 months.

Optional items: (List all items with pricing)

NAS Controller: \$31,649<sup>00</sup>

SATA Storage nodes available: \$38,461<sup>00</sup>

Fibre Channel Storage nodes available: \$33,692<sup>00</sup>

Solid State Storage nodes available: \$35,055<sup>00</sup> / \$92,949<sup>00</sup>

Premium Support Plan: \_\_\_\_\_

Thin Provisioning Licensing: \$7,810<sup>00</sup>

Snapshot, Clone, and Volume Copy: \$20,432<sup>00</sup>

File Replication: \$680<sup>00</sup> per TB

Enhanced Data Protection: \_\_\_\_\_

Premium Support Plan: \_\_\_\_\_

*Dasher Tech*

# CYBERNETICS

To whom it may concern:

Every Cybernetics storage solution, from the entry-level miSAN D Series to the top-of-the-line iSAN D Series, is powered by Cybernetics' exclusive SANDR Technology for exceptional performance and functionality. The popular miSAN can store up to 32 TB per module and delivers transfer rates of 500 MB/s and 100,000 IOPS, while iSAN, also storing up to 32 TB, delivers an impressive 1.2 GB/s throughput – and 400,000 IOPS. Both units can support eight expansion modules for capacity of up to 256 TB and both models have the horsepower to handle the most demanding applications.

The iSAN-D Series is a disk-based storage appliance that runs Cybernetics' SANDR storage provisioning engine. Using the SANDR engine, the iSAN-D Series maps the internal disk drives to virtual disk drives. The iSAN-D Series presents the virtual drives to host systems over the network as internal SCSI disk drives. Security is provided through User-password CHAP authentication, IP-address constraints for controlling access to virtual disks, and built in Firewall.

With Cybernetics' SANDR Technology, both miSAN and iSAN solutions thoroughly protect your valuable data from every threat -- all without a dedicated backup server and without expensive third party software. Not only do miSAN D Series and iSAN D Series provide terabytes of reliable, high performance "live" storage, they also include built in snapshot backup, portable disk backup to USB or eSATA disk, tape backup, dynamic LUN and snapshot expansion, encrypted, deduplicated WAN replication – and a high availability solution with no single point of failure.

The iSAN series is available with SATA II and SAS drives or a combination of both. Tiering is supported and SSD drives are also available. It comes standard with 10x 1Gbe Ethernet ports, 8 data and 2 out of band management ports. The iSAN can interface via fibre channel, SAS, SCSI, iSCSI and is 10Gbe ready.

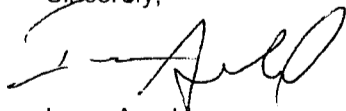
There is never any additional software or license costs associated with using any features such as: snapshots, replication, dynamic LUN expansion, LUN cloning, volume copy or expansion. If you have the hardware to support the feature, you're covered.

Telephone, email and webex technical support is free for the life of the unit as long as you own it. 24/7 tech support is provided with our optional annual maintenance upgrade for Priority Exchange advance replacement service.

The IP SAN Disk Manager Console is used for configuring the miSAN-D Series and can be accessed from any computer on the network with a Web browser. The administrator can use the Console to create virtual disks and add user accounts to access those disks, as well as other administrative tasks.

Attached you will find a complete price list of the miSAN and iSAN series and expansion shelves. You will also find a SAN benefits page that lists all of the features that come standard with each iSAN at no additional cost, ever. Also attached is a formal quote for a completely redundant, no single point of failure, 48TB (raw) iSAN solution. This includes 2 iSAN's to be run in High Availability mode (failover cluster) and includes the optional annual maintenance upgrade for Priority Exchange advance replacement service for 5 years. Adding expansion shelves is the only cost associated with expanding capacity.

Sincerely,



Isaac Arnold  
Account Manager

# CYBERNETICS

Configuration to bid:

Configuration 1:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server = \$2895

4 x 7200 RPM 26TB storage node with SATA drives = \$18,510/each, 32TB (RAW)/28TB usable

1 X 15000 RPM 3.9TB storage node with FC drives | x 15K SAS drives, 5.4TB = \$17,215

1 x Install = \$2000

\$ 96,150 minus freight

Configuration 2:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server = \$2895

1 x 15000 RPM 7.8TB storage node with FC drives = 1 x 15K SAS drives, 9.6TB = \$31,110

1 x Install = \$2000

\$ 36,005 minus freight

Configuration 3:

1 x redundant Fibre Channel controller with two integrated iSCSI HBAs

1 x web management server NAs Head = \$2895

2 x 7200 RPM 26TB storage node with SATA drives = \$18,510/each, 32TB raw/28TB usable

1 x Install = \$2000

\$ 41,915 minus freight

Configuration 4:

1 x redundant Fibre Channel controller and 1 NAS Controller = \$2895

1 x web management server

3 x 7200 RPM 26TB storage node with SATA drives = \$18,510 each

1 x Install = \$2000

\$ 60,425 minus freight

Configuration 5:

1 x redundant Fibre Channel controller and 1 NAS Controller = \$2895

1 x web management server

2 x 7200 RPM 26TB storage node with SATA drives = \$18,510 each

1 x Install = \$2000

\$ 41,915 minus freight

Pricing on optional items should be firm for 12 months.

Optional items: (List all items with pricing)

NAS Controller: \$2895

SATA Storage nodes available: miSAN & iSAN series

Fibre Channel Storage nodes available: iSAN series

Solid State Storage nodes available: SLC & MLC available from sizes of 128TB to 10TB, Priced Between \$35,850 to \$109,200

Premium Support Plan: Included in quote

Thin Provisioning Licensing: Included

Snapshot, Clone, and Volume Copy: Included

File Replication: Included

Enhanced Data Protection: Included

Premium Support Plan: \$1,195/year for the first 2 years  
\$3,140/year after the first 2 years

# CYBERNETICS

**Snapshots:** Snapshots are included without limitation. There are no license keys or add-on software options to purchase. Tiering is supported too. For units with SATA and SAS arrays, snapshots of SAS LUNs can be stored on SATA disks.

**WAN replication/encryption:** This feature is automatically included with every unit. WAN replication works at the changed, deduplicated block level. Replication can be assigned to a specific Ethernet port and throttled if required.

**High Availability:** Pair two miSANs/iSANs together in HA mode and you'll have no single point of failure. HA is real-time mirroring between two miSANs/iSANs with auto-failover. This is a superior design over the common "dual controller, single chassis design". Even the cache is mirrored.

**Dynamic LUN Provisioning:** Need to add capacity to an existing LUN? DLP allows this to happen without the need to backup/restore/copy the original LUN - without downtime.

**LUN copy/cloning:** A LUN can now be copied to the same or a remote miSAN, at the SAN GUI/interface level.

**SNMP:** In addition to the five gigabit ports, there is one additional port for SNMP monitoring.

**Scalability:** The miSAN and iSAN have a dedicated expansion port. Each unit can support up to seven expansion cabinets. Another common upgrade method is to replace the disk drives with larger ones. Because Cybernetics does not use proprietary disk drives, expansion capacity in the future is very inexpensive.

**In-house Development and Lifetime Technical Support:** The SAN/DR™ OS was developed and engineered exclusively by Cybernetics. All in-house support technicians are "SysAdmin" quality (no script readers). Advanced technical support is available for as long as your company owns the equipment. It is not tied to the warranty status.

# CYBERNETICS

## CYBERNETICS

### miSAN/iSAN D Features and Benefits

**Five gigabit ports:** Each miSAN has four data ports and one administration port. All data ethernet ports support MPIO (Multipath I/O for load-balancing) and jumbo frames. The miSAN can handle up to 500MB/second. iSAN units have ten gigabit ports and can be upgraded to handle up to four 10GbE ports. iSAN units can handle up to 1.2GB/second.

**Two USB ports:** The SAN/DR™ OS embedded in the miSAN supports archiving to USB disk drives for removable backups. Backups to disk retain the original format of the LUN. If a Windows LUN is archived to USB disk, the disk can be connected directly to a Windows server and accessed as a standard NTFS file system. USB drives can also be used for initial replication seeding between multiple SAN units.

**eSATA port:** In addition to USB support, each miSAN comes with an eSATA port. Backups and replication seeding can be done to eSATA for increased performance over USB.

**Two SAS ports:** Every miSAN has two miniSAS ports. These ports can be used for tape drives/libraries. If a tape drive/library is connected to the miSAN, the miSAN will have the ability to archive itself to tape without needing any third party backup software. Backups to tape will not put a load on any of your servers or the network. While supplies last, a dual SCSI card can be substituted (SCSI is becoming legacy).

**Direct Attached:** In addition to SAN connectivity, a server can be SAS attached to the SAN using one of the above ports.

**Two Stage High Performance Caching:** Every miSAN has 8GB of cache. Writes/reads are cached for faster-than-disk performance. iSAN units use 12GB of cache. Most SAN competitors only use RAID controller cache. Our cache is for the iSCSI read/write engine, in addition to our RAID controller cache. miSAN IOPS in-cache are 150,000 IOPS and the iSAN is 400,000.

**Hardware RAID controller:** Cybernetics uses a hardware RAID chipset. No software RAID is employed. Our controller now supports both SATA and SAS drives. SSD drives are supported in the iSAN 1U model. Each disk drive is placed on a separate disk channel for best performance.

# CYBERNETICS

## QUOTATION

NUMBER 14579827590IA  
 DATE 7/27/2010  
 Valid 60 Days

TO: James Tullidge  
 Tuscaloosa County Commission  
 P.O. Box 20113  
 Tuscaloosa, AL 35402

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
2	iSAN-D16/T32	iSAN iSCSI storage appliance: 8+2 GbE ports, 12GB SAN controller cache; USB and eSATA ports; four miniSAS device/host ports; cold spare disk; rack mount kit; two year warranty with Express Depot expedited service; SANDR disk management suite: unlimited snapshots with deduplication, unlimited LUNs with dynamic expansion, support for multi-directional WAN replication and high availability pairs, SNMP alerts, removable disk and tape backup features. 32TB SATA-II 7.2K drives, 16 bay, 3U (raw capacity).	\$ 23,562.00	\$ 47,124.00
2	EX8/T16	Expansion module, 16TB SATA-II 7.2K drives, 8 bay, 2U	\$ 7,668.00	\$ 15,336.00
4	AM-P24/iSAN-D	(Optional 1 <sup>st</sup> and 2 <sup>nd</sup> years) Annual maintenance upgrade for Priority Exchange advance replacement service. Replacement is typically shipped by end of next business day after Technical Support has diagnosed a hardware problem. The original unit is to be returned at the same time, so the units cross ship in transit.	\$ 1,195.00	\$ 4,780.00
6	AM-RTF-P24/iSAN-D	(Optional 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> years) Annual maintenance upgrade for Priority Exchange advance replacement service (out of warranty). Replacement is typically shipped by end of next business day after Technical Support has diagnosed a hardware problem. The original unit is to be returned at the same time, so the units cross ship in transit.	\$ 3,230.00	\$ 19,380.00
1	Freight	FedEx 2 Day Air Service	\$ 621.95	\$ 621.95

<b>Terms: Net 30; FOB Origin; Freight will be Prepaid &amp; Added to Invoice</b>		<b>7 Days ARO</b>	
		<b>Subtotal</b>	\$ 87,241.95
		<b>Sales Tax</b>	\$ .00
		<b>Grand Total</b>	<b>\$ 87,241.95</b>

Cybernetics proposes to furnish the equipment described in accordance with our Standard Terms and Conditions. The undersigned hereby certifies that s/he is duly authorized to commit this order on behalf of the above referenced company, and subsequently binds the company to the terms and conditions printed on the reverse side of this quotation.

Agreed to by:

Isaac Arnold

Isaac Arnold, Cybernetics

James Tullidge, Tuscaloosa County Commission



# CYBERNETICS

Cybernetics Direct Pricing

## iSAN™ D Series

## iSCSI SAN

### iSAN™ Enterprise Class Storage with Ultra High Performance.

iSAN iSCSI Storage Appliance: 8+2 GbE ports, 12GB SAN controller cache; USB and eSATA ports; four miniSAS device/host ports; cold spare disk; rack mount kit; two year warranty with Express Depot expedited service; SANDR disk management suite: unlimited snapshots with deduplication, unlimited LUNs with dynamic expansion, support for multi-directional WAN replication and high availability pairs, SNMP alerts, removable disk and tape backup features.

#### SATA II Models (raw capacity):

iSAN-D16/T32	32TB SATA-II 7.2K drives, 16 bay, 3U	\$23,562
iSAN-D16/T16	16TB SATA-II 7.2K drives, 16 bay, 3U	\$20,726
iSAN-D12/T24	24TB SATA-II 7.2K drives, 12 bay, 3U	\$15,468
iSAN-D12/T12	12TB SATA-II 7.2K drives, 12 bay, 3U	\$13,300
iSAN-D8/T16	16TB SATA-II 7.2K drives, 8 bay, 2U	\$12,474
iSAN-D8/T8	8TB SATA-II 7.2K drives, 8 bay, 2U	\$10,973

#### SATA II / SAS Models (raw capacity):

iSAN-D16/T20.8	4.8TB SAS 15K + 16TB SATA-II 7.2K, 16 bay, 3U	\$27,894
iSAN-D12/T15.6	3.6TB SAS 15K + 12TB SATA-II 7.2K, 12 bay, 3U	\$18,912

#### SAS Models (raw capacity):

iSAN-D16/T9.6	9.6TB SAS 15K drives, 16 bay, 3U	\$31,110
iSAN-D12/T7.2	7.2TB SAS 15k drives, 12 bay, 3U	\$25,847
iSAN-D12/T5.4	5.4TB SAS 15K drives, 12 bay, 3U	\$17,215

#### 10 GbE Port Upgrade:

UK-iSAN-D/10GbE	Upgrade replaces 4 GbE ports with 2 10GbE ports; max of two upgrades per iSAN D Series model	\$500
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**Storage Expansion Arrays.** Requires iSAN or miSAN base unit. Includes 2 year warranty with Express Depot expedited service.

#### Expansion Modules (raw capacity):

EX16/T32	32TB SATA-II 7.2K drives, 16 bay, 3U	\$12,782
EX12/T24	24TB SATA-II 7.2K drives, 12 bay, 3U	\$10,068
EX8/T16	16TB SATA-II 7.2K drives, 8 bay, 2U	\$7,668
EX16/T7.2	7.2TB SAS 15K drives, 16 bay, 3U	\$15,067
EX12/T5.4	5.4TB SAS 15K drives, 12 bay, 3U	\$11,815
EX8/T3.6	3.6TB SAS 15K drives, 8 bay, 2U	\$8,878

#### iSAN - Service Options

AM-P24/iSAN	Upgrade Express Depot Service to Priority 24 Next Business AM Service, per year.	\$1,195
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**For Free iPOD. Purchase any miSAN or iSAN before 06/30/10**

Valid: 60 Days    Terms: Net 30 Days, Pending Approval; Air Freight Prepaid & Added    FOB: Origin, 10 Days ARO

# CYBERNETICS

Cybernetics Direct Pricing

## miSAN Storage + Data Protection

## iSCSI SAN

miSAN™ is SAN you can afford. Includes a 2-year warranty with Express Depot service.

### miSAN D Series Storage Solutions

Wholesale Prices

iSCSI disk storage appliances: rack mountable SATA-II RAID, 4 + 1 GbE ports, 8GB cache, two 320 LVD ports for external tape devices, cold spare disk, SANDR disk management software suite with snapshots, WAN synchronization and replication with ADB deduplication, high availability, and disk level tape backup features, two year warranty.

#### SATA II Models:

miSAN-D16/T32	32TB raw capacity, 800W 2+1 redundant power supply, 3U	\$18,510
miSAN-D16/T16	16TB raw capacity, 800W 2+1 redundant power supply, 3U	\$15,816
miSAN-D12/T24	24TB raw capacity, 650W 2+1 redundant power supply, 3U	\$13,225
miSAN-D12/T12	12TB raw capacity, 650W 2+1 redundant power supply, 3U	\$11,273
miSAN-D8/T16	16TB raw capacity, dual redundant 460W power supply, 2U	\$8,416
miSAN-D8/T8	8TB raw capacity, dual redundant 460W power supply, 2U	\$7,140
miSAN-D8/T4	4TB raw capacity, dual redundant 460W power supply, 2U	\$6,516
miSAN-D8/T2.5	2.5TB raw capacity, dual redundant 460W power supply, 2U	\$6,405
miSAN-D8/T1.2	1.2TB raw capacity, dual redundant 460W power supply, 2U	\$6,156

#### 15K RPM SAS Models:

iSCSI disk storage appliances: rack mountable 15K SAS & 7.2K SATA RAID, 4 + 1 GbE ports, 8GB cache, two 320 LVD ports for external tape devices, cold spare disk, SANDR disk management software suite with snapshots, WAN synchronization and replication with ADB deduplication, high availability, and disk level tape backup features, two year warranty. (3U models support SCSI host connection.)

miSAN-D12/T5.4	5.4TB raw capacity, 650W 2+1 redundant power supply, 3U	\$14,797
miSAN-D16/T20.8	16TB SATA, 4.8TB SAS 15K raw capacity, 800W 2+1 redundant power supply, 3U	\$22,626
miSAN-D12/T14.7	12TB SATA, 2.7TB SAS 15K raw capacity, 650W 2+1 redundant power supply, 3U	\$14,374

#### SAS / SATAII Models:

<b>SAS Spare Disk Drive Options</b>		
CY-SAS-S450	15,000 RPM SAS disk, 450GB	\$470

**Service Options** Annual warranty upgrade for Priority Exchange advanced replacement service, \$800.

Valid: 60 Days      Terms: Net 30 Days, Pending Approval; Air Freight Prepaid & Added      FOB: Origin, 10 Days ARO

**STATE OF ALABAMA**

**COUNTY OF TUSCALOOSA**

**ORDINANCE OF THE TUSCALOOSA COUNTY COMMISSION**

BE IT ORDAINED by the Tuscaloosa County Commission as follows:

1. This ordinance is adopted pursuant to the provisions of The Alabama Limited Self-Governance Act, Code of Alabama § 13-3A-1, et sec. All exceptions and limitations contained in The Alabama Limited Self-Governance Act shall apply to this ordinance.

2. This ordinance pertains to the control of litter or rubbish and the control of areas which create a public nuisance because of an accumulation of junk. This ordinance does not apply to duly licensed junkyards.

3. This ordinance applies within all of the unincorporated areas of Tuscaloosa County, that is, in all areas of Tuscaloosa County outside of the city limits of the incorporated municipalities of Tuscaloosa County.

4. For the purposes of this ordinance, the following definitions shall apply:

(a) **GARBAGE.** Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage. (Code of Alabama, §22-27-2(7)).

(b) **HAZARDOUS WASTES.** Those wastes defined in the Hazardous Waste Management Act of 1978, as amended. (Code of Alabama, §22-30-21, et seq.).

(c) **JUNK.** Old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or nonferrous material. (Code of Alabama, § 23-1-241(1)).

(d) LITTER. Rubbish, refuse, waste material, garbage, dead animals or fowl, offal, paper, glass, cans, bottles, trash, scrap metal, debris, or any foreign substance of whatever kind and description, and whether or not it is of value. (Code of Alabama § 13A-7-29).

(e) PERSON. A natural person or persons, partnerships, corporations, unincorporated associations, or any other legal entity of any kind whatsoever or any combination of any of the entities enumerated herein.

(f) RUBBISH. Nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves, and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees Fahrenheit. (Code of Alabama, § 22-27-2(16)).

5. It shall be unlawful and shall constitute a public nuisance for the owner, lessee, or person in possession or control of any parcel of land within the unincorporated area of Tuscaloosa County to fail to keep the parcel free from garbage, hazardous wastes, junk, litter, rubbish, one or more inoperable motor vehicles or one or more motor vehicles which do not have a current license tag (unless such motor vehicles are within an enclosed garage or other enclosed building, behind a fence or structure, and otherwise not visible from a public right-of-way), inoperable or unused appliances, household furniture, used motor vehicle tires, any materials within which water may accumulate or which may shelter or encourage the growth of insects, rodents, or snakes, or materials which generate obnoxious odors and, thereby, cause a substantial diminution in the value of other property or which threaten the health or safety of any citizen. Substantial diminution of value shall be determined by a professional valuation of a certified appraiser appointed by the Administrator upon appeal of a citation. Furthermore, it shall be the duty of the Administrator, or his designee, to obtain a court order authorizing access to private property for purposes of investigating any complaints alleging violations of this ordinance.

6. Any person violating this ordinance shall be fined an amount not to exceed One Hundred Fifty and No/100 Dollars (\$150.00) for each calendar day the violation continues, however, the total fine shall not exceed Five Thousand and No/100 Dollars (\$5,000.00), and, in addition thereto, shall be taxed with administrative fees

which shall not exceed the actual cost of the implementation and enforcement of this ordinance.

7. The County Administrator, or his designee, is hereby authorized and empowered by the Tuscaloosa County Commission to determine if a person is in violation of this ordinance. If the County Administrator, or his designee, shall determine a person to be in violation of this ordinance, the County Administrator, or his designee, shall issue a written citation to the person describing the basis for the determination that the ordinance has been violated, which notice shall be served upon the person by personal delivery to the person or by mailing the citation to the person by certified mail, return receipt requested, or by attaching a copy of the citation to the front door of a dwelling upon the parcel of land or by leaving a copy of the citation with a person who is nineteen (19) years or older at a dwelling upon the parcel of land. If the ordinance has been violated, the owner and the lessee, if any, and the person in possession or control of the parcel of land are all in violation of the ordinance and all shall be served with a citation.

8. The person to whom any such citation is directed shall have thirty (30) calendar days from service of the citation as described above to bring the parcel of land into compliance with the provisions of this ordinance. If the person fails or refuses to bring the parcel of land into compliance with the provision of this ordinance within the said thirty (30) days, the County Administrator, or his designee, shall determine the amount of the fine for violation of this ordinance and the amount of the administrative fee, and shall notify the person of the amount of the fine and administrative fee by one of the methods of notification set out in paragraph 7 above.

9. Any person issued a citation for violation of this ordinance may appeal to the Tuscaloosa County Commission to contest such citation for an alleged violation of this ordinance. Any person desiring to so appeal to the Tuscaloosa County Commission must, within ten (10) calendar days of receipt of the citation file a written notice of appeal with the Tuscaloosa County Commission at the offices of the Tuscaloosa County Commission in the basement of the Tuscaloosa County Courthouse. If a notice of appeal is mailed to the Tuscaloosa County Commission, the date the notice of appeal is received by the Tuscaloosa County Commission is the date of its filing in regard to whether or not such notice of appeal was filed within ten (10) calendar days.

10. In addition to all other remedies available pursuant to this ordinance, in the event that a person who has been assessed a fine and administrative fees for the

violation of any provision of this ordinance fails to pay such fines and administrative fees within thirty (30) days of their assessment or fails to remove from the parcel of land those things constituting a violation of this ordinance, the Tuscaloosa County Commission may file suit against the person to collect the unpaid fines and administrative fees and to abate the public nuisance. Where a person in violation is determined to be financially unable to pay the fine, the Commission shall levy a lien for the unpaid fines and fees which shall be a lien upon the property.

*Approved by Resolution of the Tuscaloosa County Commission, August 4, 2010*