

TUSCALOOSA COUNTY COMMISSION

MEETING

June 1, 2011

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 Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to B. W. Hobson Construction for relocation of the water line at the intersection of Union Chapel Road and Martin Road. Engineering firm McGiffert and Associates approved the bill in the amount of \$58,228.00

Exhibit 6-1, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a proposal for engineering services from Burk-Kleinpeter in the amount of \$133,150.00 for three Alabama bridge replacement projects as follows:

Jay Creek Bridge Replacement Project \$40,550.00  
Upper Tyro Creek Bridge Replacement Project \$59,050.00  
Rock Castle Creek Bridge Replacement Project \$33,550.00

Exhibit 6-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the Engineering Department to either accept the single bid meeting specifications for Survey Grade Robotic Equipment from Leica Geosystems, Inc. in the amount of \$23,753.80 or negotiate the bid price.

Exhibit 6-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution designating the courtroom at the Tuscaloosa Municipal Court to be a temporary location of the Circuit Court in the 6<sup>th</sup> Judicial Circuit on July 28 and July 29, 2011.

Exhibit 6-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously that it is in the public interest and serves a public purpose to adopt a resolution declaring abandoned vehicles in the tornado-affected areas to be a public nuisance and to have motor vehicles and other titled vehicles removed from the area designated for "Operation Clean Sweep" from both public rights-of-way and private property in order to protect and preserve property, maintain public health and safety, and ensure the economic recovery of the community.

Exhibit 6-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for service for the Sheriff's Office for Oil Change with Filter and Transmission Service with Filter to Speedy Oil Change, the lowest bidder meeting specifications.

Exhibit 6-6, Page

A single bid for a Fiber Project was opened and referred to the IT Department for appropriate action. The bidding firm was G.T. Key Company, Inc. in the amount of 121,846.21.

Exhibit 6-7, Page


Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to reappoint John Mize to the DCH Health Care Authority Board. His term will expire June 30, 2017.

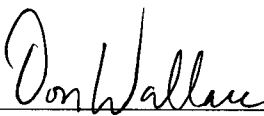
Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted three-to-one to adopt a resolution whereby the County will ask the Legislature of the State of Alabama and the Governor to keep Tuscaloosa County whole within the Congressional and State School Board district lines in the current redistricting process. Commissioner Reginald Murray cast the NAY vote.

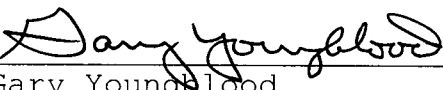
Exhibit 6-8, Page

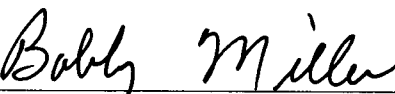
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to post a "NO PARKING ON COUNTY RIGHT-OF-WAY" sign at 408 Hargrove Road East.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, June 15, 2011.

  
\_\_\_\_\_  
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

B.W. HOBSON CONSTRUCTION CO.

7290 CHARLIE SHIRLEY ROAD  
 NORTHPORT, AL 35473  
 205-339-1724

## Periodic Estimate

Estimate No.	Date	Invoice #
1	4/22/2011	1045

<b>Bill To</b>	
Carroll's Creek Water Authority	

<b>Project</b>	Martin Road Job
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Item #	Description of Item	Contract		Quantity			Total	Amount
		Unit Price	Est. Qty.	Previous	Current	Total	Total %	Period Cost
1	12" PVC Class 200 Water Main	24.30	1200	0	921	921	76.75%	22,380.30
2	6" PVC Class 200 Water Main	10.25	300	0	211	211	70.33%	2,162.75
3	3/4" Type "K" Copper Service Tubbing	8.27	400	0	283	283	70.75%	2,340.41
4	24" x .375" Wall Steel Casing for Road Crossing (Bore)	127.95	100	0	100	100	100.00%	12,795.00
5	12" Gate Valve with Valve Box	1,791.41	1	0	1	1	100.00%	1,791.41
6	6" Gate Valve with Valve Box	740.85	1	0	1	1	100.00%	740.85
7	6"x6" Tapping Sleeve and Valve with Valve Box	3,044.74	1	0	1	1	100.00%	3,044.74
8	Main Connection	1,500.00	3	0	3	3	100.00%	4,500.00
9	Fire Hydrant Assembly	2,792.66	1	0	1	1	100.00%	2,792.66
10	Domestic Service and Reconnection	412.17	7	0	5	5	71.43%	2,060.85
11	Temporary Domestic Service for Flushing	496.18	2	0	2	2	100.00%	992.36
12	Silt Fence, Type "A" (Installation and Removal)	3.35	600	0	310	310	51.67%	1,038.50
13	Sediment Log (Installed)	3.48	200	0	60	60	30.00%	208.80
14	Hay Bales (In Place)	6.00	40	0	24	24	60.00%	144.00
15	Remove Fire Hydrant	300.00	1	0	1	1	100.00%	300.00
16	Traffic Control	1,500.00	1	0	1	1	100.00%	1,500.00
17	Testing and Disinfecting	1,500.00	1	0	1	1	100.00%	1,500.00
18	Temporary Erosion Control and Stormwater Monitoring	1,000.00	1	0	1	1	100.00%	1,000.00
Retainage	Amount withheld for Retainage (5%)							-3,064.63

Contractor Signature: <i>B.W. Hobson</i>	Date:	<b>Total</b>	\$58,228.00
APPROVED FOR PAYMENT: Engineer Signature: <i>McGiffert and Associates, LLC</i>	Date:	<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$58,228.00

By: *Daniel G. Hill*  
 Date: May 4, 2011

**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

April 26, 2011

Mr. Bobby Hagler, P.E.  
Tuscaloosa County Engineer  
2810 35<sup>th</sup> Street  
Tuscaloosa, Alabama 35401

Re: Tuscaloosa County Miscellaneous Bridge Replacements Project

Dear Mr. Hagler:

Thank you for the opportunity to work with Tuscaloosa County on the above-mentioned project. I have attached a contract for your review. In addition, a breakdown of the estimated fee for design services for each location is shown in Exhibit C of the contract.

The estimated fee for the three locations is \$133,150.00. Please note that this fee includes time for comments and reviews. This project will be required to go through the ALDOT review process. It also includes time for four plats per location, as required for right of way acquisition.

I have not included a fee for geotechnical work. In the event box culverts are utilized, these services will not be necessary. We will not be certain if this is required until after the hydraulic review. In the event this work becomes necessary, we will notify you and request a modification to the project scope.

Once again, thank you for the opportunity to work with you and Tuscaloosa County again. If you have any questions or need additional information, please feel free to contact me. I look forward to hearing from you.

Sincerely,

**BURK-KLEINPETER, INC.**

Bruce L. Higginbotham, P.E.  
Vice President

Enclosure

cc: File (TU.11.006)



**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) between

\_\_\_\_\_  
Tuscaloosa County (“Owner”) and

\_\_\_\_\_  
Burk-Kleinpeter, Inc. (“Engineer”).

Owner intends to \_\_\_\_\_  
Generally, replace existing bridge structures located at Jay Creek, Upper Tyro Creek and Rock Castle  
Creek.

\_\_\_\_\_  
This project will be referred to as the *Tuscaloosa County Miscellaneous Bridge Replacements Project*.

\_\_\_\_\_  
 (“Project”).

Owner and Engineer agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

**2.01 General**

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement**

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

**3.02 Time for Completion**

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

## ARTICLE 4 - INVOICES AND PAYMENTS

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### 4.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 - OPINIONS OF COST

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### 5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer

has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### 5.02 Not Used

### 5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

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### 6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Subject to the standard of care set forth in paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the

Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) ~~unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.~~

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

#### **6.02 Design without Construction Phase Services**

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and

review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

#### **6.03 Use of Documents**

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without



liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G.

If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend the Project upon ten days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon 30 days written notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

## 6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

## 6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

## 6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking ~~the procedures of Exhibit H~~ or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

## 6.09 Environmental Condition of Site

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 Indemnification and Mutual Waiver

A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any

and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. ~~The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.~~

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by

the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

### 6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 - DEFINITIONS

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### 7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the

following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

7. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

8. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

9. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative*--The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. ~~The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.~~

11. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

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### 8.01 Exhibits Included

A. Exhibit A, "Engineer's Services," consisting of 4 pages.

B. Exhibit B, "Owner's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.

~~D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of \_\_\_\_\_ pages.~~

~~E. Exhibit E, "Notice of Acceptability of Work," consisting of \_\_\_\_\_ pages.~~

~~F. Exhibit F, "Construction Cost Limit," consisting of \_\_\_\_\_ pages.~~

G. Exhibit G, "Insurance," consisting of 1 pages.

~~H. Exhibit H, "Dispute Resolution," consisting of \_\_\_\_\_ pages.~~

~~I. Exhibit I, "Allocation of Risks," consisting of \_\_\_\_\_ pages.~~

~~J. Exhibit J, "Special Provisions," consisting of \_\_\_\_\_ pages.~~

~~K. Exhibit K, "Amendment to Standard Form of Agreement," consisting of \_\_\_\_\_ pages.~~


### 8.02 Total Agreement

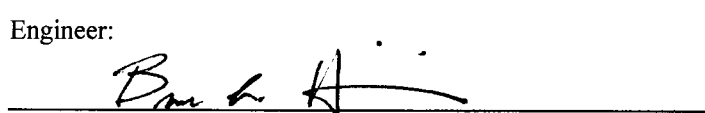
A. This Agreement (consisting of pages 1 to 9 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

### 8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: 

Engineer: 

By: W. Hardy McCollum

By: Bruce L. Higginbotham

Title: Chairman – Tuscaloosa County Commission

Title: Vice President

Date Signed: 6/1/11

Date Signed: 4/26/11

Engineer License or Certificate No. 23649

State of: Alabama

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Engineer's Services

---

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES**

A1.01 Engineer shall:

1. Perform preliminary design.
2. Perform final design.
3. Provide construction plans and bid documents.
4. All Plans shall meet current ALDOT standards.

## PART 2 -- ADDITIONAL SERVICES

### A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.01.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.



14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.01, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the original date for final completion of the Work.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Preparation for and attendance at public meetings and or public hearings.
22. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the date stated in Exhibit A.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

#### Owner's Responsibilities

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Topographic, property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Perform or provide the following additional services: \_\_\_\_\_.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2--Owner's Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) -- Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. The fee structure for completion of Basic Services as described in Exhibit A is shown below.

<u>Jay Creek Bridge Replacement Design</u>	
Survey Services	\$8050.00
Design Services	<u>\$32,500.00</u>
	\$40,550.00

<u>Upper Tyro Creek Bridge Replacement Design</u>	
Survey Services	\$8050.00
Design Services	<u>\$51,000.00</u>
	\$59,050.00

<u>Rock Castle Creek Bridge Replacement Design</u>	
Survey Services	\$8050.00
Design Services	<u>\$25,500.00</u>
	\$33,550.00

**Total Design Fee: \$133,150.00**

2. The above lump sum fees include compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the above amounts billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the prevailing rates.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 15%.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 10%.

2. *Factors.* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Insurance

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- |   |                    |
|---|--------------------|
| a. Workers' Compensation:                               | Statutory          |
| b. Employer's Liability --                              |                    |
| 1) Each Accident:                                       | <u>\$500,000</u>   |
| 2) Disease, Policy Limit:                               | <u>\$500,000</u>   |
| 3) Disease, Each Employee:                              | <u>\$500,000</u>   |
| c. General Liability --                                 |                    |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate:                                   | <u>\$1,000,000</u> |
| d. Excess or Umbrella Liability --                      |                    |
| 1) Each Occurrence:                                     | <u>\$2,000,000</u> |
| 2) General Aggregate:                                   | <u>\$2,000,000</u> |
| e. Automobile Liability --                              |                    |
| 1) Bodily Injury:                                       |                    |
| a) Each Accident  | \$ _____           |
| 2) Property Damage:                                     |                    |
| a) Each Accident  | \$ _____           |

[or]

- |   |                    |
|---|--------------------|
| 1) Combined Single Limit<br>(Bodily Injury and Property Damage):<br>Each Accident | <u>\$500,000</u>   |
| f. Professional Liability --  |                    |
| 1) Each Claim Made  | <u>\$2,000,000</u> |
| 2) Annual Aggregate   | <u>\$2,000,000</u> |
| g. Other (specify):   |                    |

\$

## BIDS FOR ROBOTIC SURVEY SYSTEM

June 1, 2011 Bid Date

Bid Item: Leica TCRP1205+ w/PowerSearch R-400

Base Bid Amount Robotic Survey System \$ 23,753.<sup>00</sup>

Name of Company: Leica Geosystems, Inc.

Mailing Address: 181 Oak Circle Hayden, Al 35079

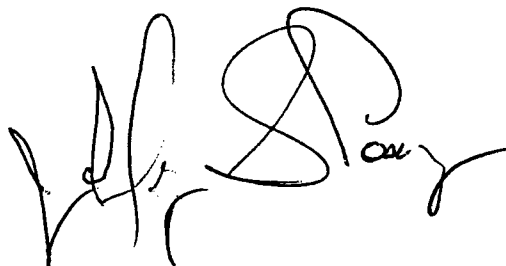
Telephone No.: (205) 567-6621

Contact Person: Jeffrey S. Posey

Title: Territory Sales Manager

Date: 5-28-11

Specify Delivery Date: 6-7-11  
(Delivery may be a factor in determining award)





STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**A RESOLUTION DESIGNATING THE TUSCALOOSA MUNICIPAL COURT  
COURTROOM 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

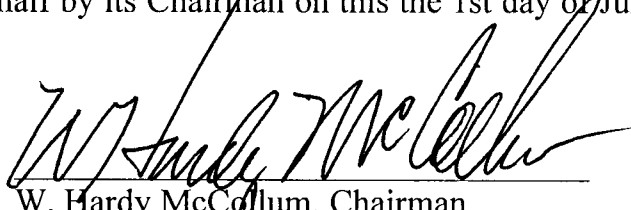
**WHEREAS**, due to a special setting of a civil case pending before the Circuit Court, additional courtroom space will be required to accommodate all of the trials; and

**WHEREAS**, the Circuit Court requires additional space for conducting trials the week of July 25, 2011;

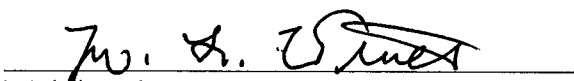
**NOW, THEREFORE, BE IT RESOLVED** that the courtroom at the Tuscaloosa Municipal Court shall be temporarily designated as an additional facility of the Tuscaloosa County Courthouse on July 28 and July 29, 2011.

**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 1st day of June, 2011.

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

ATTEST:

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

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

**RESOLUTION DECLARING  
ABANDONED VEHICLES A PUBLIC NUISANCE**

WHEREAS, on April 15, 2011, and again on April 27, 2011, the residents of Tuscaloosa County suffered catastrophic damage from a series of tornadoes which struck Alabama; and

WHEREAS, the tornadoes which struck Tuscaloosa County on April 27, 2011, caused severe damage to both public and private property and infrastructure, and resulted in a significant loss of life; and

WHEREAS, the Governor of the State of Alabama and the President of the United States have both issued emergency declarations for Tuscaloosa County; and

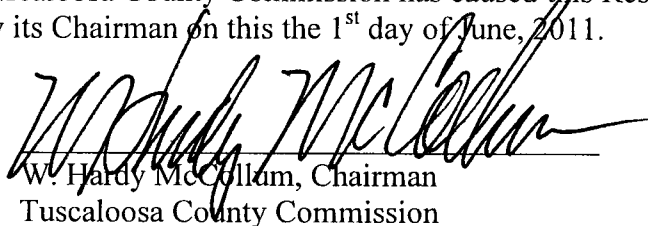
WHEREAS, the Federal Emergency Management Agency (FEMA) has adopted policies relating to the removal of debris from private property upon request from local governments; and

WHEREAS, the area of the most significant damage has a large number of motor vehicles that have also received damage along public rights-of-way and intermingled with the debris on private property; and

WHEREAS, the presence of the vehicles in the area of destruction poses a threat to public health and safety, and is impeding the removal of debris from the affected area.

**NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION**, that it is in the public interest and serves a public purpose to declare that abandoned vehicles in the affected area constitute a nuisance and to have motor vehicles and other titled vehicles removed for the area designated for "Operation Clean Sweep" from both public rights-of-way and private property in order to protect and preserve property or public health and safety, and to ensure the economic recovery of the community. Due to the severity and extent of the damage, Tuscaloosa County is unable to perform, or contract to perform, this work in a timely manner. The Chairman of the County Commission is hereby authorized to execute all requests, documents, agreements, or contracts necessary to facilitate the Alabama Emergency Management Agency (EMA) and the Federal Emergency Management Agency (FEMA) in implementing the removal of vehicles from the affected area.

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 1<sup>st</sup> day of June, 2011.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator



# SHERIFF

714 1/2 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Edmund M. "Ted" Sexton Sr., Sheriff  
Tuscaloosa County

Phone: (205) 752-0616  
Fax: (205) 752-6985

May 26, 2011

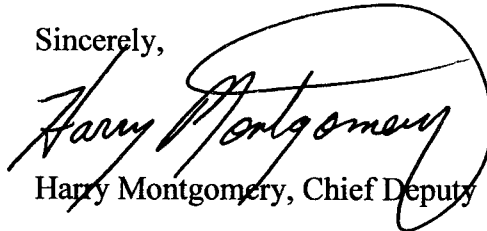
Bill Lamb, Accounting Manager  
Tuscaloosa County Courthouse  
714 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Dear Bill,

The Tuscaloosa County Sheriff's Office respectfully requests that the recently received bid on *oil change and transmission service* be awarded to *Speedy Oil Change* as they were the lowest bidder and met the required specifications.

Should anything further be required, please do not hesitate to contact me direct.

Sincerely,



Harry Montgomery, Chief Deputy

HM/eg



931 N McDonough St  
Montgomery, AL 36104

334.262.0584  
<http://www.gtkey.com>

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June 1, 2011

James Tullidge  
Tuscaloosa County  
Commission  
Tuscaloosa, Al. 35401

G. T. Key Company is pleased to present the following proposal for your consideration.

Since being founded in 1934, G. T. Key has grown to be an industry leading provider of electrical, lighting, low voltage cabling, data networking, and custom technology solutions. We value each of our customers, and are committed to providing the very best service and solutions available without exception.

Please feel free to contact us at any time with any questions or concerns you may have. We appreciate the opportunity to provide this proposal, and look forward to working with you on this project.

Gregory E Holloway  
RCDD / Estimator

A handwritten signature in black ink, appearing to read "Gregory E Holloway", with the date "5/31/11" written below it.



931 N McDonough St  
Montgomery, AL 36104

334.262.0584  
<http://www.gtkey.com>

Attention:	<i>James Tullidge</i>	Project Title:	<i>Fiber Project</i>
Title:		Project Description:	<i>36 Ct SM Fiber</i>
Company Name:	<i>Tuscaloosa County Commission</i>	Quote Number:	<i>gh5/31/11-01</i>
Address:	<i>714 Greensboro Ave., Suite G78</i>	Prepared By:	<i>Gregory E Holloway</i>
City, State:	<i>Tuscaloosa, Al. 35401</i>	Title:	<i>RCDD / Estimator</i>
Date:	<i>June 1, 2011</i>	Payment Terms:	<i>Net 15</i>

Description	Quantity	Unit Price	Cost
Install a 36ct SMF from 714 Greensboro Avenue Tuscaloosa, Alabama 35401, to 2501 7 <sup>th</sup> Street (Tag Office) where 12ct of the 36ct will drop and insert in the Telecommunications Room. The 36ct SMF will then continue to 3130 35 <sup>th</sup> St	1		\$0.00
(Drug Court) where 6ct of the 36ct SMF will drop and insert. The 36ct SMF would then continue to 2810 35 <sup>th</sup> St (Engineering) where it will terminate.			\$0.00
Labor:	1	\$57,022.77	\$57,022.77
Equipment:	1	\$32,586.38	\$32,586.38
Material:	1	\$32,237.06	\$32,237.06
This project pricing may be accepted as follows:			\$0.00
Labor & Equipment only		\$89,609.15	\$0.00
Labor, Equipment and Material		\$121,846.21	\$0.00
<b>Total:</b>			<b>\$121,846.21</b>

This quote valid is valid until July 1, 2011

RESOLUTION OF THE  
TUSCALOOSA COUNTY COMMISSION  
JUNE 1, 2011

Be it resolved that the Tuscaloosa County Commission hereby asks the Legislature of the State of Alabama and the Governor to keep Tuscaloosa County whole within the Congressional and State School Board district lines in the current redistricting process.