

TUSCALOOSA COUNTY COMMISSION

MEETING

June 15, 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 Bobby Miller, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for design services on the following projects:

Tyro Creek Bridge Replacement Project \$11,465.00
Lye Branch Bridge Replacement Project \$5,600.00

Exhibit 6-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously authorize County Engineer Bobby Hagler to accept the low proposal of \$445,695.00 from Watkins Construction Co., Inc. for the construction of the Camp Cedar Cove office and shop.

Exhibit 6-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted to depart from the order of business set forth in the official agenda to consider the relocation of a water main on Indian Creek Road.

Commissioner Bobby Miller's motion to accept the low bid for relocation of the water main on Indian Creek Road was seconded by Commissioner Reginald Murray. Commissioner Miller amended his motion to accept the low bid contingent upon approval of the Engineering Department. Commissioner Reginald Murray accepted the amendment, which passed unanimously.

Exhibit 6-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to accept the low bid for Survey Grade Robotic Equipment from Leica Geosystems, Inc. in the amount of \$23,753.80.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to accept the low bid meeting specifications to replace the Track-Type Hydraulic Excavator damaged during the storm cleanup. The bidding firms are as follows:

Tractor & Equipment Company
Warrior Tractor and Equipment
Thompson Tractor Company
Ironman Equipment Brokerage Services, LLC
Deanco Auction Co.

Exhibit 6-4, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of May, 2011.

Exhibit 6-5, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution whereas Tuscaloosa County will purchase the Abernant Ball Field, the only recreational site in the area, for \$2,500.00. The purchase of this property serves a public purpose, and the 2.79-acre site will continue to be used as a community ball field.

Exhibit 6-6, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the recommendation of Solid Waste Director Jim Patrie to extend the current contract with Waste Management for one year due to the storm emergency conditions in the County. Waste Management is in agreement with this extension. The current contract terminates on June 30, 2011, and will be extended until June 30, 2012.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted three-to-one to authorize the Tuscaloosa County Park & Recreation Authority to apply for a 75/25 grant for the addition of a gymnasium/community storm shelter at the Bobby Miller Activity Center. (County share estimated at \$700,000.00 without amenities) Commissioner Gary Youngblood cast the NAY vote.

Exhibit 6-7, Page

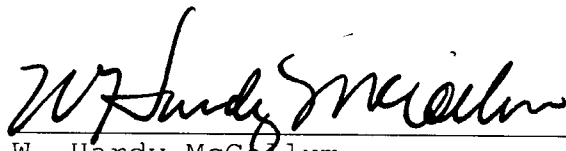
Commissioner Bobby Miller's motion, seconded by Commissioner Don Wallace, to adopt a resolution setting the date of August 23, 2011, for a referendum to determine whether alcoholic beverages can be legally sold or distributed on Sunday within the areas of the County that are outside the city limits of the Cities of Tuscaloosa and Northport passed on a three-to-two vote. Commissioner Don Wallace and Commissioner Reginald Murray cast the NAY votes.

Exhibit 6-8, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize the Engineering Department to install an "ALL-WAY STOP" at White Road and Hi Road.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the closing of Sagefield Road on Saturday, July 2, 2011, from 8:00 p.m. until 10:00 p.m. for a 4th of July fireworks event.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 6, 2011.



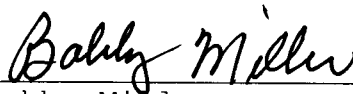
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



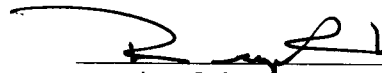
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

BURK-KLEINPETER, INC.

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

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

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

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

May 31, 2011

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

RE: Tyro Creek Bridge Replacement
Invoice #2
BKI Job No. TU.11.004

For professional services rendered on the referenced project through the month of May 2011.

PAYMENT REQUEST NO. 2

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	21%	\$ 9,765.00	\$ 4,765.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ 6,700.00
GEOTECHNICAL SERVICES	\$ 23,750.00	0%	\$ -	\$ -
			\$ 17,465.00	\$ 11,465.00

PREVIOUSLY INVOICED: \$ (6,000.00)
AMOUNT DUE: \$ 11,465.00

BKI INVOICE: 49762

RECEIVED

JUN 10 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



BURK-KLEINPETER, INC.

CHAIRMAN OF THE BOARD
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WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

May 31, 2011

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

RE: Lye Branch Bridge Replacement
Invoice #12
BKI Job No. Tu.10.007

For professional services rendered on the referenced project through the month of May 2011.

PAYMENT REQUEST NO. 12

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,500.00	98%	\$ 45,370.00	\$ 3,600.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,300.00	9%	\$ 2,000.00	\$ 2,000.00
	<u>\$77,300.00</u>		<u>\$ 55,870.00</u>	<u>\$ 5,600.00</u>

PREVIOUSLY INVOICED: \$ (50,270.00)
AMOUNT DUE: \$ 5,600.00

RECEIVED

JUN 10 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 49759

ks



NEW ORLEANS • BATON ROUGE • SHREVEPORT • TUSCALOOSA

BIRMINGHAM • MOBILE • HOUSTON • PASCAGOULA • GULFPORT

Summary of Proposals for Camp Cedar Cove Building

<u>Company</u>	<u>Proposal amount</u>	<u>Price per square foot</u>
WATKINS CONSTRUCTION CO. INC	\$445,695.00	\$79.23
DUNN BUILDING COMPANY	\$451,678.00	\$80.30
K & A BUILDERS. INC.	\$629,042.42	\$111.83

- 1.) Building 1st floor is 90'4" X 45'-4" (2565 sq. ft. shop space and 1530 sq. ft. office space)
- 2.) Building 2nd floor is 34'X45' office space (1530 sq. ft.)
- 3.) Proposal is for Design/Build services
- 4.) stamped architectural and structural drawings based on our preliminary drawing set to be included in price
- 5.) Plans include a storm shelter per FEMA guidelines
- 6.) These quotes are valid until 6/27/2011

Cost Comparison to Public Works Office Space and Shop Space

Public Works Office and Shop space cost: $\$2,065,100/15,429=\133.85 per square foot*

* TOTAL PROJECT COST INCLUDING DESIGN AND CONSTRUCTION

"What if" construction cost based on bid price of Public Works office and shop construction from 2007

Camp Cedar Cove Office and Shop Space: $5,625 \text{ sq. ft.} \times 133.85 = \$752,906.25$

Lowest Proposal Submitted: $445,695.00/752,906.25=.5920$ (59.20%) or 40.8% lower cost than project would have cost in 2007 using the bid prices for public works office and shop construction.

Total cost savings: $\$752,906.25-\$445,695.00=\$307,211.25$

**Mitchell Water System, Inc.
P.O. Box 70458
Tuscaloosa, AL 35407**

June 14, 2011

Mr. Bobby Hagler, County Engineer
Tuscaloosa County Public Works
2810 35th Street
Tuscaloosa, AL 35401

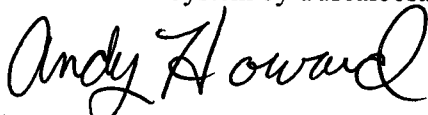
Re: Mitchell Water System, Inc.
Indian Creek Bridge Watermain Relocation

Dear Mr. Hagler:

We have received and attached the bids for the relocation of the watermain on Indian Creek Road at Rosser Creek. In addition we are providing a copy of McGiffert and Associates, LLC's project analysis showing all costs associated with the proposal for the project.

The relocation of the watermain is being performed in order to accommodate the new bridge construction which involved your acquisition of an additional right-of-way. This additional right-of-way encroaches upon the existing easement of the Mitchell Water System, Inc.; therefore, it is requested that the full cost of relocation to include construction, engineering services, legal services, and any other costs be reimbursed to Mitchell Water System by Tuscaloosa County.

Yours truly,



MITCHELL WATER SYSTEM, INC.

Andy Howard, Manager

Enclosure

cc: W. Hardy McCollum, Chairman
Bobby Miller, Commissioner
McGiffert and Associates, LLC



MITCHELL WATER SYSTEM, INC.
INDIAN CREEK WATER MAIN RELOCATION AT ROSSER CREEK
Project Analysis 6/14/11

Construction Cost (Digaway Construction)	\$ 17,908.50
Engineering Design, Resident Observation and Record Drawings (Hourly)	\$ 3,600.00
Easement Plats and Descriptions	2,500.00
Construction Contract Management	400.00
Mileage Expense and other Reimbursable Expenses	300.00
Legal Services	300.00
Contingency	1,791.50
Total Preliminary Probable Project Cost	\$ 26,800.00



MITCHELL WATER SYSTEM, INC.
INDIAN CREEK BRIDGE WATER MAIN RELOCATION
BID SCHEDULE
 5/17/2011

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	140	l.f.	6" DI Class 350 Water Main (Restrained Joint) for Creek Crossing	35.00	4,900.00
2	300	l.f.	6" PVC Class 200 Water Main	9.06	2,718.00
3	1	each	6" Gate Valve with Valve Box	746.00	746.00
4	1	each	Temporary Main Capping	647.00	647.00
5	2	each	Main Connection	1,361.00	2,722.00
6	1	l.s.	Testing and Disinfecting (Includes Temporary Services for Testing)	1,998.00	1,998.00
7	25	each	Hay Bales	7.30	182.50
8	100	tons	Class 2 Rip-Rap	25.50	2,550.00
9	500	l.f.	Type "A" Silt Fence	2.89	1,445.00
TOTAL BID				\$	17,908.50

- All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates LLC, available upon request.
- No bid bond, payment or performance bonds will be required on this contract. Payment will be made to the contractor for 100% of the amount due with no retainage when all work has been completed and accepted.
- All work is to be completed within twenty-one (21) consecutive calendar days. Liquidated Damages of \$ 1,000.00 per calendar day shall be assessed as per the Standard Contract Documents.
- Bids will be opened at 10:00 a.m. on June 7, 2011 at the office of McGiffert and Associates, LLC.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per State law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Owner, its Engineer, Surveyor, and Employees as Additional Insured on a Primary and Non-contributory Basis.
- Bids prices will be valid for a maximum of thirty (30) days.

Bidder: Rigaway Construction Inc. Date: 6-7-2011
 By: John Mobley Address: 193 Co. Rd 3502
 Title: President
 AL Contractor's License No.: _____ Phone: 205-269-4734
 FAX: 205-485-9898 9729



MITCHELL WATER SYSTEM, INC.
INDIAN CREEK BRIDGE WATER MAIN RELOCATION
BID SCHEDULE
 5/17/2011

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	140	l.f.	6" DI Class 350 Water Main (Restrained Joint) for Creek Crossing	41.00	5,740.00
2	300	l.f.	6" PVC Class 200 Water Main	14.60	4,380.00
3	1	each	6" Gate Valve with Valve Box	600.00	600.00
4	1	each	Temporary Main Capping	800.00	800.00
5	2	each	Main Connection	1,000.00	1,000.00
6	1	l.s.	Testing and Disinfecting (Includes Temporary Services for Testing)	6,000.00	6,000.00
7	25	each	Hay Bales	3.00	75.00
8	100	tons	Class 2 Rip-Rap	25.00	2,500.00
9	500	l.f.	Type "A" Silt Fence	2.00	1,000.00
TOTAL BID				\$	22,095.00

- All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates LLC, available upon request.
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- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per State law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Owner, its Engineer, Surveyor, and Employees as Additional Insured on a Primary and Non - contributory Basis.
- Bids prices will be valid for a maximum of thirty (30) days.

Bidder: Dominion Construction Date: 6/7/11
 By: [Signature] Address: P.O. Box 70
 Title: Office Manager Duncanville, AL 35456
 AL Contractor's License No.: 44290 Phone: 205-342-2030
 FAX: 205-345-6130



MITCHELL WATER SYSTEM, INC.
INDIAN CREEK BRIDGE WATER MAIN RELOCATION
BID SCHEDULE
 5/17/2011

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	140	l.f.	6" DI Class 350 Water Main (Restrained Joint) for Creek Crossing	39.75	5,565.00
2	300	l.f.	6" PVC Class 200 Water Main	15.00	4,500.00
3	1	each	6" Gate Valve with Valve Box	700.00	700.00
4	1	each	Temporary Main Capping	2,500.00	2,500.00
5	2	each	Main Connection	1,500.00	3,000.00
6	1	l.s.	Testing and Disinfecting (Includes Temporary Services for Testing)	1,200.00	1,200.00
7	25	each	Hay Bales	10.00	250.00
8	100	tons	Class 2 Rip-Rap	36.00	3,600.00
9	500	l.f.	Type "A" Silt Fence	4.25	2,125.00
TOTAL BID				\$23,440.00	

1. All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates LLC, available upon request.
2. No bid bond, payment or performance bonds will be required on this contract. Payment will be made to the contractor for 100% of the amount due with no retainage when all work has been completed and accepted.
3. All work is to be completed within twenty-one (21) consecutive calendar days. Liquidated Damages of \$ 1,000.00 per calendar day shall be assessed as per the Standard Contract Documents.
4. Bids will be opened at 10:00 a.m. on June 7, 2011 at the office of McGiffert and Associates, LLC.
5. Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per State law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Owner, its Engineer, Surveyor, and Employees as Additional Insured on a Primary and Non - contributory Basis.
6. Bids prices will be valid for a maximum of thirty (30) days.

Bidder: INDIAN CREEK EXCAVATING LLC Date: 6-7-11
 By: THOMAS W. MILLER Address: 10275 INDIAN CREEK RD
 Title: MEMBER TUSCALOOSA, AL. 35405
 AL Contractor's License No.: 42372 Phone: 752-6115
 FAX: 758-4850



MITCHELL WATER SYSTEM, INC.
INDIAN CREEK BRIDGE WATER MAIN RELOCATION
BID SCHEDULE
5/17/2011

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	140	l.f.	6" DI Class 350 Water Main (Restrained Joint) for Creek Crossing	49.72	6960.80
2	300	l.f.	6" PVC Class 200 Water Main	19.00	5700.00
3	1	each	6" Gate Valve with Valve Box	908.00	908.00
4	1	each	Temporary Main Capping	419.59	419.59
5	2	each	Main Connection	1145.00	2290.00
6	1	l.s.	Testing and Disinfecting (Includes Temporary Services for Testing)	1805.00	1805.00
7	25	each	Hay Bales	6.00	150.00
8	100	tons	Class 2 Rip-Rap	45.00	4500.00
9	500	l.f.	Type "A" Silt Fence	5.50	2750.00
TOTAL BID				\$	25,483.39

- All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates LLC, available upon request.
- No bid bond, payment or performance bonds will be required on this contract. Payment will be made to the contractor for 100% of the amount due with no retainage when all work has been completed and accepted.
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- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per State law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Owner, its Engineer, Surveyor, and Employees as Additional Insured on a Primary and Non-contributory Basis.

6. Bids prices will be valid for a maximum of thirty (30) days.

Bidder: B.W. Hobson Construction Co. Date: June 7, 2011
By: [Signature] Address: 7290 Chanice Shirley Rd.
Title: President Northport, AL 35413
AL Contractor's License No.: 12908 Phone: 205-339-1724
FAX: 205-339-1731

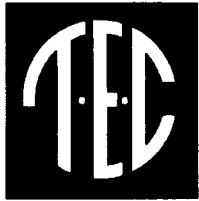


MITCHELL WATER SYSTEM, INC.
INDIAN CREEK BRIDGE WATER MAIN RELOCATION
BID SCHEDULE
 5/17/2011

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	140	l.f.	6" DI Class 350 Water Main (Restrained Joint) for Creek Crossing	170 ⁰⁰	23,800 ⁰⁰
2	300	l.f.	6" PVC Class 200 Water Main	20 ⁰⁰	6,000 ⁰⁰
3	1	each	6" Gate Valve with Valve Box	1000 ⁰⁰	1,000 ⁰⁰
4	1	each	Temporary Main Capping	2000 ⁰⁰	2,000 ⁰⁰
5	2	each	Main Connection	2500 ⁰⁰	5,000 ⁰⁰
6	1	l.s.	Testing and Disinfecting (Includes Temporary Services for Testing)	2000 ⁰⁰	2,000 ⁰⁰
7	25	each	Hay Bales	6 ⁰⁰	150 ⁰⁰
8	100	tons	Class 2 Rip-Rap	50 ⁰⁰	5,000 ⁰⁰
9	500	l.f.	Type "A" Silt Fence	3 ⁰⁰	1,500 ⁰⁰
TOTAL BID				\$ 46,450⁰⁰	

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- Bids prices will be valid for a maximum of thirty (30) days.

Bidder: Robinson and Sons Const. Services, Inc. Date: June 7, 2011
 By: [Signature] Address: 80 Fifth Ave.
 Title: President Haleyville AL 35565
 AL Contractor's License No.: 16108 Phone: 205 486-5763
 FAX: 205 486-3045



TRACTOR & EQUIPMENT

Company



HYDRAULIC EXCAVATOR

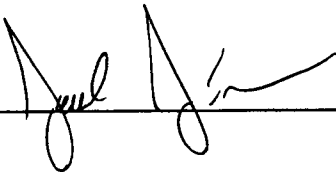
BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Base Bid Hydraulic Excavator Komatsu PC290LC-10	1	\$227,880.00	\$227,880.00
Buyback Option (5 YR/5,000 HR) **See attached return provisions for buyback			\$105,000.00 (Each)

BID ITEM	BASE BID
Trade-In, individual bid, or guaranteed Auction Consignment Price Model Caterpillar 325DL Hydraulic Excavator S.N. A3R00891 County to load on TEC lowboy trailer	\$12,000.00 (trade allowance)

DELIVERY

Specify delivery date: Within 14 days of purchase order.
Subject to prior sales

Tractor & Equipment Company
3820 Greensboro Avenue
Tuscaloosa Alabama, 35405
205-752-0621
Jody Thomason
Branch Manager
June 15, 2011





TRACTOR & EQUIPMENT

Company



“EQUIPMENT RETURN PROVISIONS”

The following provisions are based on one (1) Komatsu PC290LC-10 hydraulic excavators to be purchased back by Tractor & Equipment Company at the end of 60 months from delivery with no more than 5,000 hours per unit. There will be a charge per hour for every hour over 5,000 hours at time of repurchase.

1. Equipment must be free of all glass and body damage.
2. The equipment brakes, center pins, bucket linkage, dozer linkage, cylinder linkage, dozer face, buckets and all other wear items must be at least 50% of new condition.
3. If any item of equipment is rubber tired, each tire shall be in recappable condition and shall have at least 50% tire wear remaining in usable condition.
4. If any item of equipment is tracked equipment, each track component, including but not limited to, rails, pads, sprockets, idlers and undercarriage shall have at least 50% wear life remaining.
5. The mechanical drive train and all differentials and final drives will be in good condition and operate quietly without vibration or leaks and in accordance with manufacturers specifications
6. Engines, hydraulics and transmissions will operate properly in order to handle fully rated loads within the capacity of the equipment, and all accessories shall be in good working order and appearance.
7. Customer shall compile, maintain and retain records relating to the normal maintenance and repairs including dates and hour meter readings and verified parts invoices.
8. At time of buyback, customer shall at its expense return the equipment to Tractor & Equipment Company Tuscaloosa, Alabama.
9. Use only Komatsu America International Company genuine or remanufactured parts.

If, in the sole judgment of Tractor & Equipment Company, any equipment, attachment or accessory does not meet the standards as set forth above, customer shall, at its expense, make all necessary repairs or replacements to bring said item up to the specified conditions. If customer fails to do so, Tractor & Equipment Company shall have the right to make such repairs or replacements and upon demand be reimbursed by customer for the cost of such repairs or replacements.

Customer

Tractor & Equipment Company

By _____
Title

By _____
Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tractor & Equipment Company

as Principal, hereinafter called the Principal, and Western Surety Company

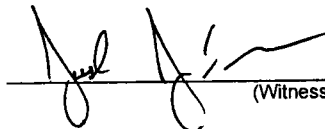
a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto Tuscaloosa County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Dollars (\$ %\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Komatsu PC290LC-10

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of June, 2011

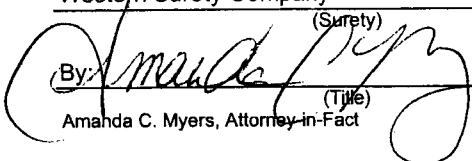


(Witness)

Tractor & Equipment Company
(Principal) (Seal)

By: BRANCH MANAGER
(Title)

Toni S. Varner
(Witness)
Toni S. Varner

Western Surety Company
(Surety) (Seal)
By: 
(Title)
Amanda C. Myers, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Amanda C Myers, Terri Lynne W Loving, Toni S Varner, Individually

of Opelika, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of September, 2010.



WESTERN SURETY COMPANY

Paul T. Bruflat

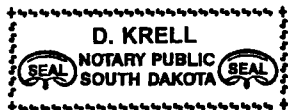
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of September, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of June, 2011.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



J. Smith Lanier & Co.
Insuring People And Business Since 1868

June 8, 2011

Tractor & Equipment Company
Attn: Jody Thomason
3820 Greensboro Ave.
Tuscaloosa, AL 35405

RE: Bond - Bid Policy No. 69714161

Dear Jody:

Per your request, please find attached a Bid Bond for Tuscaloosa County for the Komatsu PC290LC-10. Should you have any questions, please do not hesitate to call.

Sincerely,
J. Smith Lanier & Co.

A handwritten signature in black ink, appearing to read 'Amanda Myers', with a long horizontal flourish extending to the right.

Amanda Myers, AAI
Account Manager

Enclosure

June 15, 2011

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35402

Gentlemen:

I am pleased to provide you with a quote for one (1) new 2011 model Deere 290GLC excavator. Along with standard specifications, this unit is equipped as follows:

One (1) new Deere 290GLC excavator

- 32" (800mm) triple semi-grouser track shoes
- Heated air-suspension seat
- 12'4" arm
- 48" or 54", 2.03+ cu. yd. heavy-duty bucket w/ side cutters
- 6 year/5,000 hour Powertrain & Hydraulics warranty

Sale Price Per Unit.....\$222,225.00

**The unit quoted meets or exceeds all specifications in your bid request and includes all additional items requested.*

Buyback Price (5 year/5,000 hour).....\$ 91,112.00

**See Executed Buyback Agreement for details.*

Option: Mechanical Thumb.....\$ 3,275.00

**Buyback Price w/ thumb is \$92,455.00*

Trade-In Price

2007 Cat 325DL; SN A3R00891.....\$ 14,000.00

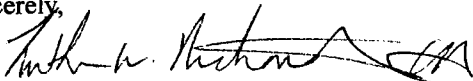
**Please note that this offer is for trade-in only.*

Delivery: 30 to 120 days from receipt of order

The machine is quoted F.O.B. your facility in Tuscaloosa County, Alabama, and the above prices do not include applicable sales tax.

Thank you for the opportunity to quote our equipment!

Sincerely,



Luther W. Richardson III

wte004@warrior-tractor.com



6801 McFarland Blvd.W.
P.O. Box 412
Northport, AL 35476
Phone: (205) 339-0300
Fax: (205) 333-0101

Athens
Birmingham
Montgomery
Oxford
Monroeville

Representing:
John Deere
Peterbilt

BID FOR TRACK TYPE HYDRALIC EXCAVATOR

<u>Bid Item</u>	<u>Base Bid</u>
Base Bid Excavator	<u>\$222,225.00</u>
One (1) new Deere 290GLC excavator	
Buyback Option	<u>\$ 91,112.00</u>
Thumb Option	<u>\$ 3,275.00</u>
Buyback w/ thumb \$92,455.00	


BID FOR USED 2007 CATERPILLAR 325DL EXCAVATOR

<u>Bid Item</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price *quote is for trade-in only	<u>\$14,000.00</u>

Name of Company: Warrior Tractor & Equipment Co., Inc.

Mailing Address: P.O. Box 412 Northport, AL 35476

Telephone Number: (205) 339-0300

Name: Luther W. Richardson III 

Title: Sales Representative

Date: June 15, 2011

Delivery Date of New Equipment: 30 to 120 days from receipt of order

GUARANTEED BUY-BACK AGREEMENT

This agreement shall apply to the following machine:

One (1) new 2011 John Deere 290GLC excavator with cab and heater/air conditioning, 12'4" arm, and heavy-duty bucket

On or before the end of five (5) years from the date of delivery or 5,000 service meter hours, whichever comes first, Warrior Tractor & Equipment Company, Inc. agrees to buy back from Tuscaloosa County the above described machine for the sum of \$91,112.00.

The following stipulations shall apply:

1. Machine must be enrolled in the 6 year/5,000 hour SECURE extended Powertrain & Hydraulics warranty program
2. At the time of return for buy-back, all major components must be in good operating condition.
3. Machine must be complete with all attachments.
4. Sheet metal, cosmetic, and other accidental damages shall not exceed \$1,000.00.
5. Undercarriage must measure at least 50% life remaining.
6. Cab structure must be intact without damage or presence of welding. All glass must be intact with no cracks.
7. Tuscaloosa County Commission must adhere to all lubrication and service guide requirements in the Operator's Manual furnished with machine.

Tuscaloosa County Commission must furnish Warrior Tractor with oil samples at intervals as specified in the Operator's Manual. Oil sample kit and analysis will be furnished by Warrior Tractor per your request.

8. Tuscaloosa County Commission must give Warrior Tractor a 90-day advance notice of their intention to exercise the buy-back option.
9. Tuscaloosa County Commission shall have the option of keeping the machine instead of exercising the buy-back.
10. Years and hours of operation specified in the agreement are to be adhered to. Warrior Tractor & Equipment Company, Inc. and Tuscaloosa County Commission representatives will inspect machine at the time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

Thompson

Thompson Tractor Company

June 15, 2011

Tuscaloosa County Commission
P.O. Box 20113
Tuscaloosa, Alabama 35402

Gentlemen,

In response to your request to bid one new Track Type Hydraulic Excavator, we are pleased to offer the following for your consideration.

One new Caterpillar 329DL Hydraulic Excavator.....\$229,019.00

Price quoted includes all stated equipment as outlined in your specifications. Buy Back Option and complete specifications are included for your review.

As always, thank you for the opportunity to quote your equipment needs.

Sincerely,

Kirk Kelly
Sales Representative
Thompson Tractor Company, Inc.

2401 Pinson Hwy. • Box 10367 • Birmingham, AL 35202
(205) 841-8601

Attalla/Gadsden • Birmingham • Decatur/Huntsville
Dothan • Grove Hill • Mobile • Montgomery
Opelika/Auburn • Oxford/Anniston • Tuscaloosa
Tuscumbia • Crestview, FL • Marianna, FL • Panama City, FL

BID FOR TRACK TYPE HYDRALIC EXCAVATOR

<u>Bid Item</u>	<u>Base Bid</u>
Base Bid Excavator	<u>\$229,019.00</u>
Buyback Option	<u>\$118,175.00</u>
Thumb Option	<u>\$ 5,840.00</u>

BID FOR USED 2007 CATERPILLAR 325DL EXCAVATOR

<u>Bid Item</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price	<u>\$30,150.00</u>

Name of Company: THOMPSON TRACTOR CO., INC.

Mailing Address: 3550 Joe Mallisham Parkway

Telephone Number: (205) 247-2800

Name: Kirk Kelly

Title: Sales Representative

Date: 6-13-11

Delivery Date of New Equipment: 14-30 Days

GUARANTEED BUY-BACK AGREEMENT

This document is to serve as a Guaranteed Buy-Back Agreement between Thompson Tractor Company, Inc. and the Tuscaloosa County Commission.

This agreement shall apply to the 329DL machine being bid on June 15th, 2011.

On or before the end of 5 years or 5,000 service meter hours, whichever occurs first, Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of \$ **118,175.00 Each**

The following stipulations shall apply:

- 1.) Machine must be enrolled in the Caterpillar 6 year or 5,000 hour Extended Powertrain and Hydraulic Warranty Program.
- 2.) At time of return for buy-back,
 - A. All major powertrain, water pump, turbo, batteries, electrical and hydraulic components must be in very good operating condition and must not have leaks.
 - B. Boom, stick, all work tool linkage, hydraulic cylinders and all pins and bearing joints must be in very good condition and must not have slack or leaks.
 - C. Turntable, swing gear and drive pumps will be in very good operation and must not have slack or leaks.
 - D. Buckets and thumb must be in very good condition and must have good cutting edges and teeth. Must not have any cracks or loose motion at mounting pins and bearings.
 - E. The cab, all controls, seat, seat belt, cushions, all glass, back up alarm, cab structure and doors must all be in good operating condition and free from rust, cracks or loose door or window seals.
 - F. Machine must be returned completely clean inside and out including swing motor area, engine and component areas and bottom guards.
- 3.) Machine shall be complete with all original equipment as outlined in the bid specifications and as delivered to the commission.
- 4.) Sheet metal, cosmetic, and other accidental damage shall not exceed \$500.00.
- 5.) Undercarriage must measure at least 50% remaining on the life of each of the components as measured per published Caterpillar CTS Guidelines. Roller frames must not have any cracks or welds.
- 6.) Roll-over protective structure (ROPS) must be intact without damage or presence of welding.

- 7.) Tuscaloosa County Commission must adhere to all lubrication and service guide requirements requested in the Caterpillar Lubrication and Maintenance Guide furnished with the machine.

Tuscaloosa County Commission must furnish Thompson Tractor with oil samples at intervals as specified in the Caterpillar Lubrication and Maintenance Guide. Oil sample kit and analysis will be furnished by Thompson Tractor at no additional cost to the commission.

- 8.) Tuscaloosa County Commission must give Thompson Tractor a 90-day advance notice of their intention to exercise the buy-back option.
- 9.) Tuscaloosa County shall have the option of keeping the machine instead of exercising the buy-back.
- 10.) Years and hours of operation specified in this agreement are to be adhered to. Thompson Tractor and Tuscaloosa County representatives will inspect the machine at time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL: 329DL

(Serial number and delivery date to be determined after bid award)

<u>SERIAL NUMBER</u>	<u>HOUR READING AT DELIVERY</u>	<u>DELIVERY DATE</u>	<u>BUY-BACK EXPIRATION DATE</u>
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ACCEPTED ON THE _____ DAY OF _____,

TUSCALOOSA COUNTY COMMISSION

THOMPSON TRACTOR CO., INC.

329DL Bid Exceptions

Working Ranges:

Digging Depth	23'-11"	Spec (25'-8")
Reach at Ground Level	35'	Spec (36'-5")
Cutting Height	33'-2"	Spec (33'-9")
Loading Height	22'-8"	Spec (23'-4")
Arm	10'-6"	Spec (12'-4")

****Our machine will meet or exceed all other specifications****



June 14, 2011

Tuscaloosa County Commission
P.O. Box 20113
Tuscaloosa, Alabama 35402

Gentlemen:

In response to your request for bids for the purchase of your burnt/vandalized Caterpillar 325DL Excavator we are pleased to submit the following offer:

Individual Bid For 2007 Caterpillar 325DL Excavator — \$11,511.00
Salvage Machine - Serial # A3R00391

This bid offer is contingent upon these conditions:

1. This bid is being submitted as a result of offers that have been made to Ironman by various salvage companies from around the country. This bid is contingent on finalizing the sale of the burnt machine to the salvage firm submitting the highest offer to Ironman and thereby making this bid to Tuscaloosa County possible. Should the salvage firm fail to consummate the purchase through Ironman within 15 days after the machine being awarded to Ironman, this bid to Tuscaloosa County shall be retracted and become null & void.
2. This bid is for physical receipt of the machine by Ironman from Tuscaloosa County within 30 days of the above bid date.
3. Assistance to be provided by Tuscaloosa County shop with load out of the burnt machine onto the salvage company's lowboy for transport. Loose parts that have been removed (planetary gears, covers, nuts, bolts, etc) to be boxed for shipment. Otherwise all transportation costs are to be at the salvage company's expense.
4. Payment is to be made in full by the salvage company to Ironman, and in turn made by Ironman to Tuscaloosa County Commission, prior to the salvage machine or any portion thereof being released for shipment.

Thank you for the opportunity to work with you to secure this offer for your salvage machine. If there are any questions regarding this offer please give me a call.

Sincerely,
Ironman Equipment Brokerage Services LLC

A handwritten signature in black ink, appearing to read "Joe Butts", is written over the printed name.

J. Joe Butts
President

BID FOR TRACK TYPE HYDRALIC EXCAVATOR

<u>Bid Item</u>	<u>Base Bid</u>
Base Bid Excavator	_____
Buyback Option	_____
Thumb Option	_____

BID FOR USED 2007 CATERPILLAR 325DL EXCAVATOR

<u>Bid Item</u>	<u>Base Bid</u>
Trade-In <u>Individual Bid</u> or Guaranteed Auctioneer Consignment Price	<u>23,500⁰⁰</u>

Name of Company: Deanco Auction Co.
Mailing Address: P O Box 1248 Philadelphia Ms.
39350
Telephone Number: 601-656-9768
Name: D. W. Dean
Title: owner
Date: 6-14-11
Delivery Date of New Equipment: _____

MONTH OF: MAY, 2011

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	8120-8491	\$4,665,286.93
112 ROAD & BRIDGE	1983-2234	\$4,305,832.67
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	1603-1623	\$165,307.87
160 COMMUNITY DEVELOP		
710 PAYROLL-CHECKS	91759-91809	\$1,323,559.75
	51979-52100	\$144,893.27
	39398-40294	\$1,183,078.57
720 PAYROLL-DIR DEP EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	3848, 7517-7529	\$63,072.72
780 E911	4503-4511	\$66,419.79
781 GAS TAX BONDING		
783 WORKMEN'S COMP	100, 1721-1723	\$14,883.08
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING	123-126	\$486.67

\$11,932,821.32

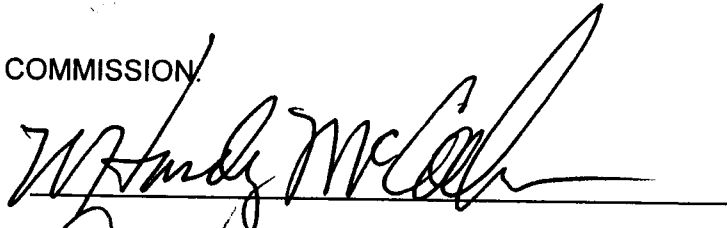
CHECKED BY:



WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION

CHAIRMAN, W. HARDY MCCOLLUM



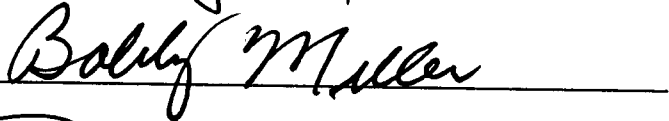
COMMISSIONER, DON WALLACE



COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**RESOLUTION
ACQUIRING ABERNANT BALL FIELD**

WHEREAS, the Tuscaloosa County Commission (“the Commission”) has for many years sought to provide recreational opportunities to the citizens of the County; and

WHEREAS, the Commission has, in the past, purchased property and assisted the Tuscaloosa Park and Recreation Authority (PARA) in the acquisition of property and the construction and maintenance of facilities for recreational use; and

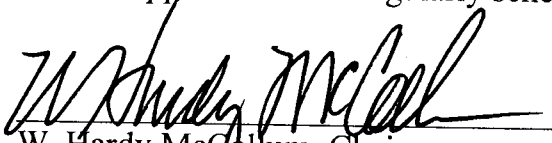
WHEREAS, the Commission has been requested to purchase the privately held ball field in the Abernant community which has served as the only recreational site in the area; and

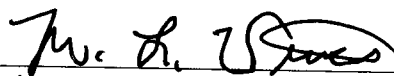
WHEREAS, the Trust which holds the property has agreed to sell the 2.79 acre site to the County for its continued use as a community ball field for a total purchase price of Two thousand Five Hundred and no/100 Dollars (\$2,500,00).

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION AS FOLLOWS:

That the Tuscaloosa County Commission determines that the purchase of the property serves a public purpose, and that the Chairman be, and hereby is, authorized to execute the necessary documents to secure the acquisition of the Abernant Ball Field for \$2,500.00.

Approved at our regularly scheduled meeting on this the 15th day of June, 2011.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

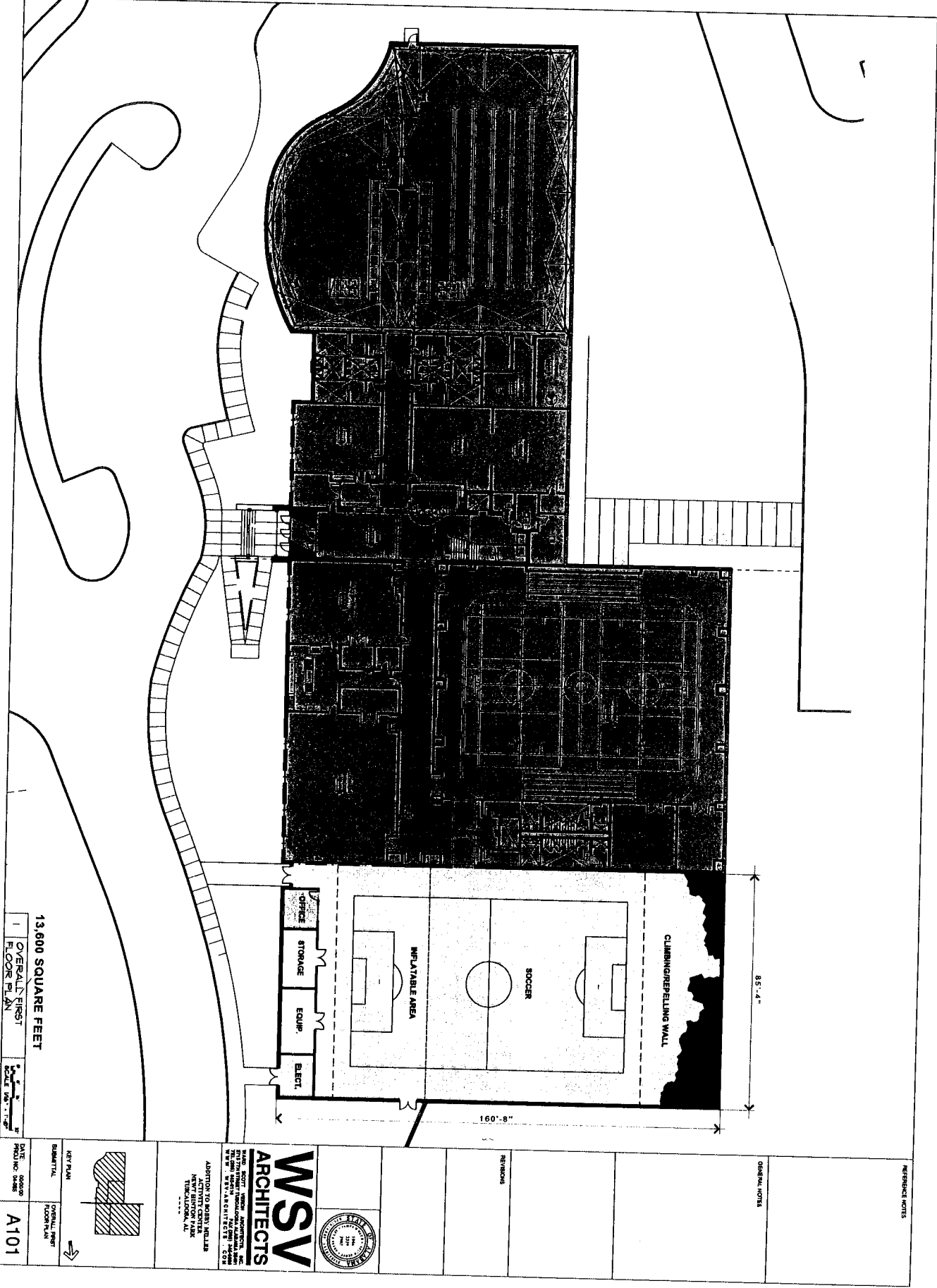

Melvin L. Vines
County Administrator



PROJECT COST ESTIMATE

Date: June 14, 2011
Project: PARA Addition to Bobby Miller Activity Center
Owner: Tuscaloosa County Park and Recreation Authority
Architect: WSV Architects, Inc.

\$75,000	Site Development	lump sum estimate
\$2,244,000	Building Costs	
	\$2,244,000 Finished area	\$165 /SF X 13,600 SF
\$347,900	Construction Contingency	15.0% of above costs
<u>\$2,666,900</u>	TOTAL CONSTRUCTION ESTIMATE	
\$226,700	Basic A/E Fees	8.5% of Total Construction
\$0	Furniture, Fixtures, and Equipment	not included
<u>(\$66,700)</u>	Tax Savings	2.5% of Total Construction
\$2,826,900	TOTAL PROJECT COST ESTIMATE	



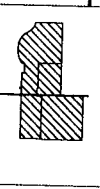
13,600 SQUARE FEET

1 OVERALL FIRST FLOOR PLAN



DATE: 08/08/00
DRAWING NO.: 0480

KEY PLAN
SUBMITTAL
OVERALL FIRST FLOOR PLAN
A101



ADDITION TO MOBY MALLS
ACTIVITY CENTER
THEODORE, AL.

W.S.V. ARCHITECTS
1110 NORTH VANCE AVENUE
THEODORE, ALABAMA 36882
TEL: 205/391-7333 FAX: 205/391-7333
WWW.WSVARCHITECTS.COM

W.S.V.
ARCHITECTS



REFERENCE NOTES	
GENERAL NOTES	
REVISIONS	

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

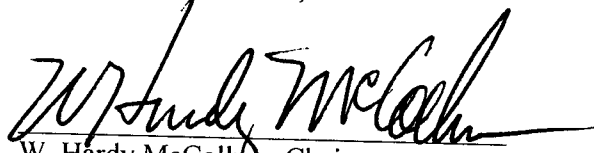
A RESOLUTION SETTING DATE FOR REFERENDUM

WHEREAS, Act 2011-600 authorizes the Tuscaloosa County Commission to call for an election for the residents of the county that reside outside of the Cities of Tuscaloosa and Northport to determine the sentiment of the voters of the county as to whether or not alcoholic beverages can be legally sold or distributed on Sunday within the areas of the county that are outside the city limits of the Cities of Tuscaloosa and Northport; and

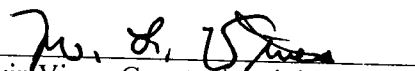
WHEREAS, it is the desire of the Tuscaloosa County Commission to determine the sentiment of the voters of the county as to whether or not alcoholic beverages can be legally sold or distributed on Sunday within the areas of the county that are outside the city limits of the Cities of Tuscaloosa and Northport;

NOW, THEREFORE, BE IT RESOLVED that a special election shall be held on Tuesday, August 23, 2011 to determine whether or not alcoholic beverages can be legally sold or distributed on Sunday within the areas of the county that are outside the city limits of the Cities of Tuscaloosa and Northport.

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 15th day of June, 2011.


W. Hardy McCollin, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator