

TUSCALOOSA COUNTY COMMISSION  
MEETING  
December 7, 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:

Don Wallace  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for the following projects:

Upper Tyro Creek Bridge Replacement Project \$5,000.00  
Rockcastle Creek Bridge Replacement Project \$7,500.00  
Tuscaloosa County Roof Replacement Project \$1,593.25  
Tyro Creek Bridge Replacement Project \$675.00

Exhibit 12-1, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to McGiffert and Associates, LLC for water line relocation on the following:

Joe Taylor Road at the bridge site \$14,848.45  
Sand Road Construction Project \$23,257.50.

Exhibit 12-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of \$47,956.87 to B. G. Watkins Construction, Inc., for construction of the Cedar Cove Building and material invoices totaling \$50,437.44.

Exhibit 12-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution authorizing the Chairman to execute an agreement between the County and the State of Alabama Department of Transportation for the construction of a left turn lane on US 69 from CR 70 (Martin Road) to the Carroll's Creek Bridge.

Exhibit 12-4, Page

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve an agreement with Alabama Power Company for street lighting required by the State of Alabama Department of Transportation in conjunction with a signal project at US 43 and CR 38 (Northside Road).

Exhibit 12-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to declare two tri-axle dump trucks, which were totaled, as surplus property and to be disposed of by sealed bid.

Unit 232A - 2009 Peterbuilt Dump Truck VIN 1NP TL40X19N781998  
Unit 133A - 2009 Peterbuilt Dump Truck VIN 1NP TL40X89N782002

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the following State Grants:

The Literacy Council of West Alabama \$3,000.00  
Tuscaloosa County Volunteer Fire Department Association \$3,000.00

Exhibit 12-6, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Attorney Robert Spence to begin condemnation proceedings on a portion of Sand Road owned by Albert Plus, LLC, for improvement of the road.

Exhibit 12-7, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss disposing of a small parcel of land along Bear Creek Road.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize County Attorney Robert Spence to work with County Engineer Bobby Hagler on disposing of a small parcel of land along Bear Creek Road and to authorize the Chairman to issue a quit claim deed if approved by the County Engineer.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a request from Habitat for Humanity to repair a driveway for a house that is being rebuilt after being destroyed by the April Tornado. The property is located off of the Camp Cherry Austin Road.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution approving the assistance of \$1,000,000.00 to the Tuscaloosa Housing Authority. This project will serve a public purpose and is in the public interest by providing a portion of the cost of improving the infrastructure of the Rosedale housing development. The County Commission previously authorized an allocation of \$250,000.00 a year for four years but voted unanimously to transfer the total amount of \$1,000,000.00 now.

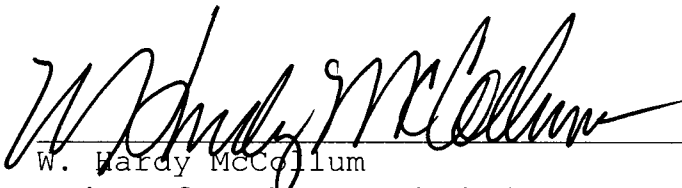
Exhibit 12-8, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to pave the Myrtlewood Elementary School parking lot over the Christmas holidays at the request of the school board.

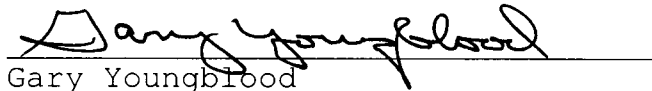
Exhibit 12-9, Page

Commissioner Reginald Murray's motion to authorize the Engineering Department to pave an access drive and parking area for the new Coker Town Hall on Eisenhower Drive in the amount of \$5,106.28 was seconded by Commissioner Bobby Miller. Commissioner Reginald Murray's motion to amend authorizing the Engineering Department to complete the request and send the invoice to the Coker Town Hall was accepted by Commissioner Bobby Miller and approved unanimously.

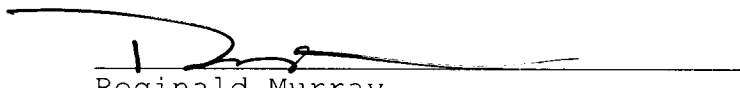
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 21, 2011.

  
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.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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



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

October 31, 2011

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

Tuscaloosa County Misc. Bridge Replacements  
Invoice #5  
BKI Job No. TU.11.006

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

**PAYMENT REQUEST NO.5**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<b><u>Jay Creek Bridge</u></b>				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
<b><u>Upper Tyro Creek</u></b>				
DESIGN SERVICES	\$51,000.00	22%	\$ 11,195.00	\$ 5,000.00
SURVEY SERVICES	\$8,050.00	93%	\$ 7,500.00	\$ -
<b><u>Rock Castle Creek</u></b>				
DESIGN SERVICES	\$25,500.00	59%	\$ 15,150.00	\$ 7,500.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	<b>\$133,150.00</b>		<b>\$ 41,895.00</b>	<b>\$ 9,325.00</b>

PREVIOUSLY INVOICED: \$ (29,395.00)  
AMOUNT DUE: \$ 12,500.00

RECEIVED

NOV 14 2011

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 50456



**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

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

October 31, 2011

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

RE: Tuscaloosa County Roof Replacement  
Invoice #3  
BKI Job No. TU.11.008

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

**PAYMENT REQUEST NO. 3**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
PRE-DESIGN SERVICES	\$4,185.00	100%	\$ 4,185.00	\$ -
BID PHASE	\$2,500.00	100%	\$ 2,500.00	\$ 1,000.00
Advertisement			\$ 593.25 \$ 7,278.25	\$ 593.25
			PREVIOUSLY INVOICED: \$ (5,685.00)	
			AMOUNT DUE: \$ 1,593.25	

BKI INVOICE: 50458

RECEIVED

NOV 14 2011

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT



NEW ORLEANS • BATON ROUGE • SHREVEPORT • TUSCALOOSA

BIRMINGHAM • MOBILE • HOUSTON • PASCAGOULA • GULFPORT

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

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

October 31, 2011

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

RE: Tyro Creek Bridge Replacement  
Invoice #7  
BKI Job No. TU.11.004

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

**PAYMENT REQUEST NO.7**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	59%	\$ 26,750.00	\$ 675.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	0%	\$ -	\$ -
			\$ 34,450.00	\$ 675.00

PREVIOUSLY INVOICED: \$ (33,775.00)  
AMOUNT DUE: \$ 675.00

BKI INVOICE: 50455  
ks

RECEIVED

NOV 14 2011

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT



Project Name:

Camp Cedar Cove

Contractor:

B. G. Watkins Construction, Inc.

Pay Req

CC PR2

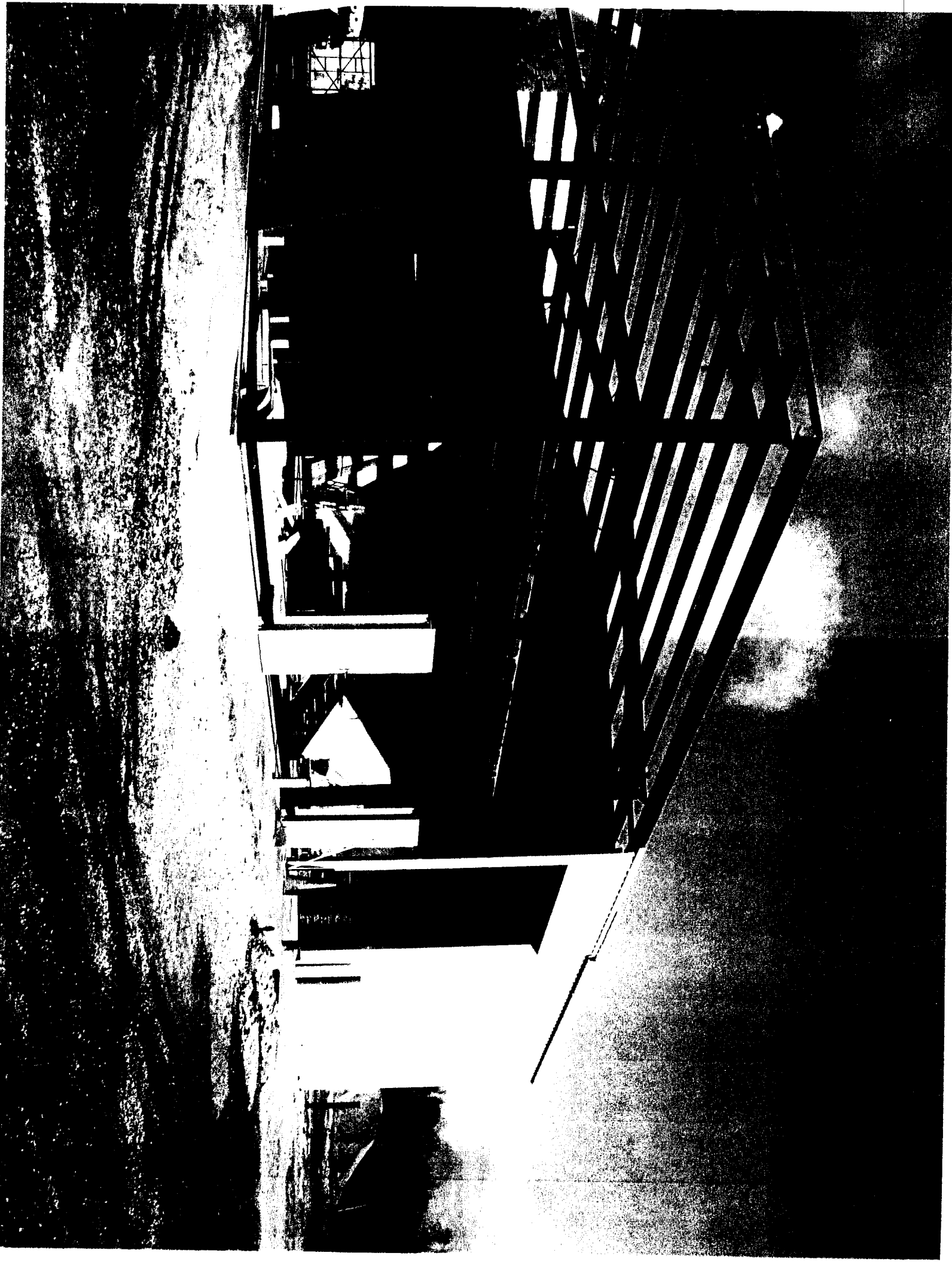
Date:

15-Nov-11

A ITEM NO	B DESCRIPTION OF WORK NO. 1	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY (NOT IN D OR e)	G TOTAL COMPLETED TO DATE (d + e + f)	H % (g/c)	I BALANCE TO FINISH (c-g)
			PREVIOUS APPLICATIONS						
1	Concrete (Rushing Concrete)	\$ 44,153.00			\$ 24,646.25	\$ -	\$ 24,646.25	56%	\$ 19,506.75
2	Masonry (Jones Masonry)	\$ 5,465.00			\$ 5,465.00	\$ -	\$ 5,465.00	100%	\$ -
3	Structural Steel (Dogan Metal)	\$ 27,348.00			\$ 14,650.21	\$ -	\$ 14,650.21	54%	\$ 12,697.79
4	Metal Building (Harpole Steel)	\$ 64,981.00			\$ 43,483.35	\$ -	\$ 43,483.35	67%	\$ 21,497.65
5	Bornarite Flooring (Jeffco)	\$ 5,785.50				\$ -	\$ -	0%	\$ 5,785.50
6	Painting (King & Spence)	\$ 6,250.00				\$ -	\$ -	0%	\$ 6,250.00
7	HVAC (Mckvely Mechanical)	\$ 26,498.00				\$ -	\$ -	0%	\$ 26,498.00
8	Electrical (Mills Electric)	\$ 42,500.00				\$ -	\$ -	0%	\$ 42,500.00
9	Plumbing (Turner Plumbing)	\$ 30,300.00				\$ -	\$ -	0%	\$ 30,300.00
10	Canopies (Perfections)	\$ 3,704.00				\$ -	\$ -	0%	\$ 3,704.00
11	Architect (Marcum)	\$ 19,750.00			\$ 19,750.00	\$ -	\$ 19,750.00	100%	\$ -
12	Insurance	\$ 1,000.00			\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -
13	Drywall/Acoustical (T Acoustical)	\$ 19,979.00				\$ -	\$ -	0%	\$ 19,979.00
Specialties:									
14	Lockers, toilet accessories, doors & hardware	\$ 12,193.00			\$ 1,485.00	\$ -	\$ 1,485.00	12%	\$ 10,708.00
15	Millwork	\$ 3,340.00				\$ -	\$ -	0%	\$ 3,340.00
16	Watkins General Requirements	\$ 132,448.50	\$ 4,720.22		11,187.43	\$ -	\$ 15,907.65	12%	\$ 116,540.85
TOTALS:		\$ 445,695.00	\$ 25,470.22		\$ 100,917.24	\$ -	\$ 126,387.46	28%	\$ 319,307.54







# **Watkins** Construction Co., Inc.

**COPY**

## **LETTER OF TRANSMITTAL**

Date: November 15, 2011

To: Tracy Criss  
Tuscaloosa County Commission  
Kaloosa Avenue  
Tuscaloosa Alabama

Reference:

Camp Cedar Cove Office/Shop

From: Graves Watkins

Message: Enclosed you will find the following:

- ✦ Pay Application #2 for the referenced project in the amount of \$47,956.87.

If you need anymore information please, contact my office @ 758-9408.

Thank you,

Received by:

Signed by:

*P. J. Boring*

date: 11-16-11

APPROVED

*Bohannah*  
County Engineer  
Date 12

### **General Contractors**

P.O. Box 353  
Northport, AL 35476

Office (205) 758-9408 • Fax (205) 758-9409 • Cell (205) 454-2736  
graves@bgwatkinsconstruction.com  
bohannah@bgwatkinsconstruction.com

1167 Whigham Place  
Tuscaloosa, AL 35405

ORIGINAL

APPLICATION and CERTIFICATE for PAYMENT

Pay Application No. CC PR2

Date: 15-Nov-11

<b>TO Owner:</b> Tuscaloosa County Commission PO Box 20113 Tuscaloosa Alabama 35402	<b>PROJECT:</b> Camp Cedar Cove 10820 Ed Stephens Road Conttondale Alabama 35405
--	---

<b>FROM Contractor:</b> B. G. Watkins Construction, Inc. P.O. Box 353 Northport Alabama 35476	<b>Architect:</b> Marcum Architects
--	--

STATEMENT OF CONTRACT ACCOUNT:			
1	Original Contract Sum	(percentage complete) <u>28%</u>	\$ <u>445,695.00</u>
2	Net Change by Change Order		\$ <u>-</u>
3	Contract Sum to Date	(Line 1 + 2)	\$ <u>445,695.00</u>
4	Total Completed and Stored to Date	(Column G on Application for Payment)	\$ <u>126,387.46</u>
5	Less Retainage 5% of 50% Not to Exceed	\$ <u>11,142.38</u>	\$ <u>3,159.69</u>
6	Total Earned Less Retainage		\$ <u>123,227.77</u>
7	Less Owner Paid Materials		\$ <u>50,437.44</u>
8	Tax Savings		\$ <u>N/A</u>
9	Total amount due at this time		\$ <u>72,790.33</u>
10	Less Previous Payments		\$ <u>24,833.46</u>
11	<b>AMOUNT DUE THIS REQUEST</b>		\$ <u>47,956.87</u>
12	Balance to Finish, Including Retainage	\$ <u>319,307.54</u>	

**CONTRACTOR'S CERTIFICATION**

The Undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have/will be paid for work for which previous Certification for Payment were issued and were/will be issued and payment received from the Owner and that current payment shown herein has not yet been received.

By: Graves Watkins Date 15-Nov-11  
Graves Watkins President/Owner

Sworn and subscribed before me this this date: 15-Nov-11

DeLois J Miller  
DeLois J Miller Notary Public for the State of Alabama @ large my commission expire 6 Nov 2013

**Owners Approval**

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

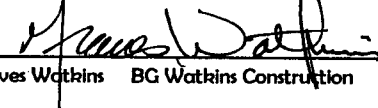
MATERIAL INVOICE SUMMARY No. \_\_\_\_\_

Pay Request	CC PR2
Date:	11/15/11
B.C. No	

To: Tuscaloosa County Commission PO Box 20113 Tuscaloosa Alabama 35401	From: B. G. Watkins Construction, Inc. P.O. Box 353 Northport Alabama 35476
---	--

Pursuant to the Agency Agreement between the Owner, and the undersigned providing for sales and use tax exempt purchase of materials to be used in the construction of Camp Cedar Cove Office/Shop. Please pay the following amounts shown in column (5) which is the total of the Invoices attached to each enclosed Material Invoice Transmittal for the respective vendor

	(1) VENDOR	(2) INVOICE TRANS. NO.	(3) GROSS AMOUNT WITHOUT TAX	(4) CASH DISCOUNT	(5) NET INVOICE AMOUNT	(6) SALES & USE TAX SAVINGS
1	Bama Concrete (Rusing)	1	\$9,680.00	\$0.00	\$9,680.00	N/A
2	Sabel Steel (Dogan)	2	\$6,121.08	\$0.00	\$6,121.08	N/A
3	Fabricator Supply (Dogan)	3	\$590.06	\$0.00	\$590.06	N/A
4	Cain Steel (Dogan)	4	\$380.41	\$0.00	\$380.41	N/A
5	Willcutt Block (Jones)	5	\$947.54	\$0.00	\$947.54	N/A
6	ACI Buildings (Harpole)	6	\$29,242.00	\$0.00	\$29,242.00	N/A
7	Boy Insulation (Harpole)	7	\$1,991.35	\$1,991.35	\$1,991.35	N/A
8	Buidling Specialties	8	\$1,485.00	\$1,485.00	\$1,485.00	N/A
9				\$0.00	\$0.00	N/A
10				\$0.00	\$0.00	N/A
11				\$0.00	\$0.00	N/A
12				\$0.00	\$0.00	N/A
TOTALS THIS SUMMARY			\$50,437.44	\$0.00	\$50,437.44	N/A
TOTALS OF PREVIOUS SUMMARIES			\$0.00	\$0.00	\$0.00	N/A
TOTALS TO DATE			\$50,437.44	\$0.00	\$50,437.44	N/A
Transfer Total To Date to APPLICATION FOR PAYMENT, Last Page				Line 6.a	Line 6.b	Line 6.c

  
 Graves Watkins BG Watkins Construction
 11/15/2011  
Date

Not Applicable  
 Architects Approval \_\_\_\_\_ Date \_\_\_\_\_ Awarding Authority \_\_\_\_\_ Date \_\_\_\_\_





REMIT TO: P.O. Box 1099  
Tuscaloosa, AL 35403

INVOICE #	PAGE
240296	1
DATE	
09/30/11	

INVOICE

**Billing Inquiries Call**  
**205-345-6622**

**BILL TO:**

**SHIP TO:**

TUSCALOOSA COUNTY COMMISSION  
C/O RUSHING CONCRETE  
13865 CHISM ROAD  
NORTHPORT, AL 35475

CEDAR COVE INDUSTRIAL PARK  
HWY 11N, GO PAST MIDDLE COALING

DATE	ORDER	CUSTOMER CODE	PURCHASE ORDER	PROJECT	TERMS
09/30/11	1038	RUSH11	CC1	CEDARCOVE	2%, 10th, NET 30
QTY	DESCRIPTION			PRICE UNIT	EXTENDED

40.00	3000 PSI Commercial w/Ash	80.00	cy	3200.00
4.00	FUEL SURCHARGE	20.00	/1	80.00

Tickets:

\* 65522, 65525, 65533, 65534

SUB TOTAL 3,280.00

TCO TAX %

INVOICE TOTAL ▶	3,280.00
-----------------	----------



REMIT TO: P.O. Box 1099  
Tuscaloosa, AL 35403

INVOICE #	PAGE
240362	1
DATE	
10/03/11	

INVOICE

**Billing Inquiries Call**  
**205-345-6622**

**BILL TO:**

TUSCALOOSA COUNTY COMMISSION  
C/O RUSHING CONCRETE  
13865 CHISM ROAD  
NORTHPORT, AL 35475

**SHIP TO:**

CAMP CEDAR COVE//CEDAR COVE  
HWY 11N, GO PAST MIDDLE COALING

DATE	ORDER	CUSTOMER CODE	PURCHASE ORDER	PROJECT	TERMS
10/03/11	1001	RUSH11	CCI	CEDARCOVE	2%, 10th, NET 30
QTY	DESCRIPTION			PRICE UNIT	EXTENDED
48.00	3000 PSI Commercial w/Ash			80.00 cy	3840.00
5.00	FUEL SURCHARGE			20.00 /1	100.00

Tickets:

\* 65577, 65579, 65580, 65583, 65603

SUB TOTAL 3,940.00

TCO TAX %	
<b>INVOICE TOTAL ▶</b>	<b>3,940.00</b>





REMIT TO: P.O. Box 1099  
Tuscaloosa, AL 35403

INVOICE #	PAGE
241251	1
DATE	
10/25/11	

INVOICE

**Billing Inquiries Call**  
**205-345-6622**

**BILL TO:**

TUSCALOOSA COUNTY COMMISSION  
C/O RUSHING CONCRETE  
13865 CHISM ROAD  
NORTHPORT, AL 35475

**SHIP TO:**

CAMP CEDAR COVE  
HWY 11N, TURN LEFT AT THE ENTRANCE  
TO CEDAR COVE TECHNOLOGY PARK

DATE	ORDER	CUSTOMER CODE	PURCHASE ORDER	PROJECT	TERMS
10/25/11	1007	RUSH11	CC1	CEDARCOVE	2%, 10th, NET 30
QTY	DESCRIPTION			PRICE UNIT	EXTENDED

30.00	3000 PSI Commercial w/Ash	80.00	cy	2400.00
3.00	FUEL SURCHARGE	20.00	/1	60.00

Tickets:

\* 67470, 67473, 67481

SUB TOTAL 2,460.00

TUSCALOOSA CTAX %

<b>INVOICE TOTAL ▶</b>	2,460.00
------------------------	----------



ORIGINAL  
INVOICE  
**SABEL STEEL SERVICE**

Corporate Headquarters  
749 North Court Street  
P.O. Box 4747  
Montgomery, AL 36103  
334-265-6771 Fax 334-264-3692  
800-392-5754

REMIT TO:  
PO BOX 4747  
MONTGOMERY, AL  
36103-4747

WWW.SABELSTEEL.COM

1968 Taylor Road P.O. Box 6463 Dothan, AL 36302 334-793-2322 FAX 334-793-6132 800-225-7313	2809 Flannery Rd P.O. Box 45888 Baton Rouge, LA 70895 225-356-9812 FAX 225-272-2215 877-797-8335	126 Western Road Woodstock, AL 35188 205-938-0061 FAX 205-938-0467 800-452-5929	6051 Highway 90 P.O. Box 88 Theodore, AL 36590 251-653-1911 FAX 251-653-0808 800-824-6568	20 East Gordon Road P.O. Box 1904 Newnan, GA 30264-1904 770-252-4280 FAX 770-252-4043 800-754-1989
---	---	---	--	---

Sold To TUSCALOOSA COUNTY COMMISSION C/O DOGAN METAL PRODUCTS  TUSCALOOSA, AL 35401	Ship To TUSCALOOSA COUNTY COMMISSION C/O DOGAN METAL PRODUCTS 3520 GREENSBORO AVE TUSCALOOSA, AL 35401
--	---

Customer # 51435	Your P.O. <i>CC 23478-1</i> CEDAR COVE	Terr. / Salesman 71 PARKER	Entry Date 10/10/2011	Invoice No. 12-97231	Invoice Date 10/13/2011
Terms NET 30 DAYS	Shipped Via OUR TRUCK	Special Instr.			
Tax Code 1000000	Sales Tax ID GOVT				

Item	Qty	Stock Number and Description	Weight	Price	Units	Amount	
1	1	UAN350 040 000 ANGLE 4 X 3 X 5/16"	20'	144	56.35	1.44	81.14

**RECEIVED**  
*RMS*  
*10-17-11*

LATE CHARGES: A late charge of 1½% (18% per annum) will be added to any balance that has not been paid within 30 days from date of invoice.

**Total Weight**

144

**Total Amount**

\$81.14



OFFICE COPY

INVOICE

SABEL STEEL SERVICE

Corporate Headquarters  
749 North Court Street  
P.O. Box 4747  
Montgomery, AL 36103  
334-265-6771 Fax 334-264-3692  
800-392-5754

REMIT TO:  
PO BOX 4747  
MONTGOMERY, AL  
36103-4747

WWW.SABELSTEEL.COM

1968 Taylor Road P.O. Box 6463 Dothan, AL 36302 334-793-2322 FAX 334-793-6132 800-225-7313	2809 Flannery Rd P.O. Box 45888 Baton Rouge, LA 70895 225-356-9812 FAX 225-272-2215 877-797-8335	126 Western Road Woodstock, AL 35188 205-938-0061 FAX 205-938-0467 800-452-5929	6051 Highway 90 P.O. Box 88 Theodore, AL 36590 251-653-1911 FAX 251-653-0808 800-824-6568	20 East Gordon Road P.O. Box 1904 Newnan, GA 30264-1904 770-252-4280 FAX 770-252-4043 800-754-1989
---	---	---	--	---

Sold To TUSCALOOSA COUNTY COMMISSION  
C/O DOGAN METAL PRODUCTS  
TUSCALOOSA, AL 35401

Ship To TUSCALOOSA COUNTY COMMISSION  
C/O DOGAN METAL PRODUCTS  
3520 GREENSBORO AVE  
TUSCALOOSA, AL 35401

Customer # 51435	Your P.O. CEDAR COVE	Terr. / Salesman 71 PARKER	Entry Date 10/11/2011	Invoice No. 12-97294	Invoice Date 10/14/2011
Terms NET 30 DAYS	Shipped Via OUR TRUCK		Special Instr.		
Tax Code 1000000	Sales Tax ID GOVT				

Item	Qty	Stock Number and Description	Weight	Price	Units	Amount
1	1	WFB265 040 000 W.F. BEAM 12" @ 14#	40'	560	44.95	5.60 251.72
2	1	WFB265 050 000 W.F. BEAM 12" @ 14#	30'	420	49.65	4.20 208.53
3	2	WFB460 030 000 W.F. BEAM 21" @ 44# COMING IN	30'	2640	54.40	26.40 1,436.16
4	1	WFB465 016 000 W.F. BEAM 21" @ 50#	16' 0"	800	44.95	8.00 359.60
5	2	WFB487 030 000 W.F. BEAM 21" @ 83# COMING IN	30'	4980	55.60	49.80 2,768.88

**RECEIVED**

BY: PMG  
DATE: 10-24-11

LATE CHARGES: A late charge of 1½% (18% per annum) will be added to any balance that has not been paid within 30 days from date of invoice.

Total Weight 9,400

Total Amount \$5,024.89

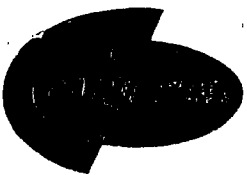








**INVOICE**



**& SUPPLY, INC.**  
2650 20th ST. - P.O. BOX 1369  
TUSCALOOSA, AL 35403  
PH. 349-2751

1878  
TUSCALOOSA COUNTY COMMISSION  
C/O DOGAN METAL  
3520 GREENSBORO AVENUE  
Tuscaloosa, AL 35401

S  
O  
L  
D  
T  
O

DATE	SALESMAN	ORDER NO.	ORDER DATE	SHIPPED VIA	TERMS	INVOICE NO.
10/20/11	4		10/20/11		1/2% - 10th/Net 30	386086
ITEM / DESCRIPTION		QUANTITIES	WEIGHT	LENGTH / WIDTH Ft. / In.	AMOUNT	

14GA PLATE  
19PCS, STAIRPANS FORMED X 45" TALL 349.00 \*

**RECEIVED**  
BY: PMC  
DATE: 11-2-11

**SHIPPED VIA:  
OUR TRUCK  
DEL TO: SHOP OFF  
GREENSBORO, AVE**

NON-TAXABLE	TAXABLE	SALES TAX	FREIGHT	WEIGHT	INVOICE TOTAL
0.00	349.00	31.41	0.00		380.41

Regular 30 Day Accounts are due and payable in full by the 10th of the month following purchase. All Accounts 30 days old are past due accounts and automatically become subject to a finance charge. The finance charge is at the rate of 1 1/2% per month, which is an annual percentage rate of 18%. All returned items will be subject to a 15% restocking fee.

This transaction constitutes agreement between buyer and seller and signature of buyer is acknowledgement of same. Failure to make payment when due is basis for legal action to be taken, and buyer agrees to pay all court costs and reasonable attorney fees, and hereby waives all rights of exemption under the laws of the State of Alabama or any other state of the United States. Buyer further agrees that this note and Waiver shall not affect the right of lien under the Statutes of the State of Alabama where they apply and the seller shall not be deprived of any rights to exercise the same as provided by the laws of the State of Alabama. CAIN STEEL AND SUPPLY, INC. may repossess said property if not fully paid for.

The undersigned hereby releases Cain Steel and Supply, Inc., its employees, agents and assigns from any and all liability arising out of any and all incidents and occurrences associated in any way with the presence of the undersigned on the premises of Cain Steel and Supply, Inc. This waiver of liability extends to any and all occurrences, incidents, acts or omissions of Cain Steel and Supply, Inc. and its employees, agents or assigns whether or not the same is the result of negligence, willfulness, or wantonness and whether or not such incident or occurrence is foreseeable or unforeseeable. The undersigned specifically assumes the risk of any injury sustained or damage incurred while on Cain Steel and Supply, Inc.'s premises.

The undersigned guarantor(s) hereby agrees that it will guarantee payment of any invoices made for materials or services obtained on credit by the applicant, and hereby agrees to all the terms and conditions above; that in the event of default and non-payment are waived, and that Cain Steel and Supply, Inc. need not exhaust its legal remedies or any of them as a condition precedent to my (our) liability to pay for invoices past due; that any waiver of terms by Cain Steel and Supply, Inc., or extension of time, shall not operate to relieve me of strict compliance with this guarantee.

THE BELOW ARTICLES HAVE BEEN RECEIVED IN QUANTITY  
AND IN GOOD ORDER

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

ORDERED BY: \_\_\_\_\_

ORDER NO.: R COVE CO. SHOP

The signing of this receipt releases CAIN STEEL & SUPPLY Inc. from any claim for shortage or damage.

ORIGINAL

MATERIAL INVOICE TRANSMITTAL No. 5  
~~#X~~

Date:	<u>10/26/2011</u>
B.C. No.	
Watkins PR	<u>#1</u>

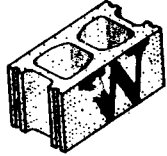
To: Tuscaloosa County Commission PO Box 20113 Tuscaloosa Alabama 35401			From: Jones Masonry 1140 Whigham Place Tuscaloosa Alabama 35405		
Willcutt Block + Supply PO Box 40809 Tuscaloosa, AL 35404			Camp Cedar Cove 10820 Ed Stephens Road Conttondale Alabama 35405		
(1) P.O. Number	(2) Invoice Number	(3) Invoice Date	(4) Invoice Amount without Tax	(5) Discount Amount	(6) Net Amount Due
	#37740	10/12/11	\$947.54	\$0.00	\$947.54
				\$0.00	
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Total This Transmittal			\$947.54	\$0.00	\$947.54

CERTIFICATION: I hereby approve for payment the invoices listed above, which are attached hereto, and certify that these invoices are for materials or equipment to be incorporated into this project and are true, correct, and unpaid

Authorized signature: Donald Bufner PRESIDENT date: 10.26.2011  
Jones Masonry

Approved by Graves Watkins date: 11.16.11  
Graves Watkins Construction Manager

APPROVED  
County Engineer  
Date



Willcutt Block Offices in Tuscaloosa, AL & Columbus, MS

# Willcutt Block & Supply Co. Inc.

Ph: 205/553-5860 • FAX: 205/553-0142  
1201 KICKER ROAD • P.O. BOX 40809  
TUSCALOOSA, ALA. 35404

B 37740

DATE 10-12-11

Sold to c/o Bruce Jones Masonry Const. Inc.  
Cedar Cove Technology Park  
Tuscaloosa County Commission

Purchase Order No. \_\_\_\_\_ P.U. \_\_\_\_\_ Del.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
40	<del>4x8x16</del> 8" headers	1.42	56.80
4	<del>6x8x16</del> 8" u-block	1.42	5.68
450	8 X 8 X 16	1.25	562.50
11	8 X 8 X 8	1.06	11.66
	12 X 8 X 16		
	12 X 8 X 8		
	BRICK		
	SAND		
42	MORTAR redimix	4.95	207.90
	CEMENT		
500ft	8" ladur wire	2.06/m	103.00
			<u>947.54</u>
	Turn onto road, go up hill, see another Cedar Cove sign, job is there		

This transaction, as evidenced by purchases listed hereon, constitutes the entire agreement between buyer and seller and signature of buyer is acknowledgment of same. Failure to make payment within thirty days is basis for legal action to be taken, and buyer agrees to pay all court costs and reasonable attorney fees and hereby waives all rights of exemption under the laws of the State of Alabama or any other State of the Union.

1½ % INTEREST CHARGED ON PAST DUE ACCTS PER MONTH, WHICH IS AN ANNUAL RATE OF 18%.  
ALL MATERIALS RETURNED FOR CREDIT ARE SUBJECT TO A RESTOCKING CHARGE.

Received

*James Powell*

Driver

*Backshot*



# ACI Building Systems, Inc.

P. O. Box 1316  
Batesville, MS 38606

662-563-4574

# INVOICE

**BILL TO:**

Harpole Steel Buildings, Inc.  
# 3 Office Park Circle, Suite 304  
Birmingham, AL 35223

**SHIPPED TO:**

Tuscaloosa Public Works  
100 Main Street  
Tuscaloosa, AL 35401  
Tuscaloosa I/S

INVOICE NUMBER 0074835-IN  
INVOICE DATE 10/06/2011  
OUR ORDER NUMBER B11-3551  
YOUR ORDER NUMBER N/A  
TERMS Net 30  
SALES REP Bo Richardson  
SHIPPED VIA ACI  
F.O.B.  
PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Building as Per Contract		28,642.00
		SUBTOTAL	28,642.00
		SALES TAX	0.00
		FREIGHT	600.00
		TOTAL	29,242.00

Questions concerning this invoice?  
Call: Marsha Williams  
662-563-4574  
Ext 265

**MAKE ALL CHECKS PAYABLE TO:**  
ACI Building Systems, Inc.  
P. O. Box 1316  
Batesville, MS 38606

**THANK YOU FOR YOUR BUSINESS!**





# Bay Insulation of Tennessee Inc.

MEMBER OF THE BAY INDUSTRIES CORPORATE FAMILY

8472 INDUSTRIAL DRIVE • OLIVE BRANCH, MS 38654 • PHONE 662-893-2400 • FAX 662-893-2475

## Invoice

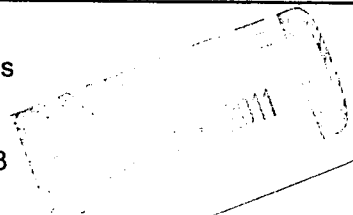
Invoice number : MOB0167594

Date : 10/10/11

Page : 1 of 2

Sold to: Harpole Steel Buildings  
#3 Office Park Circle  
Suite 304  
Birmingham AL 35223

Ship to: Tuscaloosa County (Cedar Cove)  
714 Greensboro Avenue  
c/o Harpole Steel Buildings  
Tuscaloosa AL 35401



Invoice account : 112748  
Warehouse : 5580  
Order date : 8/18/2011  
Sales order : MOB0529273

Ship via : Our Truck  
Freight Terms : Prepaid and Allow  
Requisition/PO : Tuscaloosa County  
Reference :

Terms : Net 30 days  
Due date : 11/09/11  
Sales person : Grist, James(Mike)

Item number	Description	Shipped / Backorder	Unit	Unit Price	Disc	Net price	Total price
DFAA001	3" x 72.00 x 47.25 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Roof	2,835.00	SqFt2	0.2690		0.2690	762.62
DFAA001	3" x 72.00 x 95.00 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Front SW FC5@19	1,140.00	SqFt2	0.2690		0.2690	306.66
DFAA001	3" x 72.00 x 95.00 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Back SW FC5@19	1,140.00	SqFt2	0.2690		0.2690	306.66
DFAA001	3" x 48.00 x 19.25 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Left EW Starter	77.00	SqFt2	0.2690		0.2690	20.71
DFAA001	3" x 72.00 x 81.75 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Left EW FC1@19.75,1@20.25,1@20.75,1@21	490.50	SqFt2	0.2690		0.2690	131.94
DFAA001	3" x 72.00 x 60.00 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Left EW FC1@20.5,1@20,1@19.5	360.00	SqFt2	0.2690		0.2690	96.84
DFAA001	3" x 48.00 x 19.25 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C	77.00	SqFt2	0.2690		0.2690	20.71

Please Remit To:  
PO Box 9229, Green Bay, WI 54308-9229

Subtotal:	1,991.35
Invoice discount:	0.00
Sales tax:	0.00
<b>Invoice Total:</b>	<b>1,991.35 USD</b>



**Bay Insulation of Tennessee Inc.**  
MEMBER OF THE BAY INDUSTRIES CORPORATE FAMILY

8472 INDUSTRIAL DRIVE • OLIVE BRANCH, MS 38654 • PHONE 662-893-2400 • FAX 662-893-2475

**Invoice**

Invoice number : MOB0167594

Date : 10/10/11

Page : 2 of 2

Sold to: Harpole Steel Buildings  
#3 Office Park Circle  
Suite 304  
Birmingham AL 35223

Ship to: Tuscaloosa County  
714 Greensboro Avenue  
c/o Harpole Steel Buildings  
Tuscaloosa AL 35401

Invoice account : 112748  
Warehouse : 5580  
Order date : 8/18/2011  
Sales order : MOB0529273

Ship via : Our Truck  
Freight Terms : Prepaid and Allow  
Requisition/PO : Tuscaloosa County  
Reference :

Terms : Net 30 days  
Due date : 11/09/11  
Sales person : Grist, James(Mike)

Item number	Description	Shipped / Backorder	Unit	Unit Price	Disc	Net price	Total price
DFAA001	Right EW Starter 3" x 72.00 x 81.75 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Right EW FC1@19.75,1@20.25,1@20.75,1@21	490.50	SqFt2	0.2690		0.2690	131.94
DFAA001	3" x 72.00 x 60.00 MBI with WMP-VR Facing and 2 @ 3" Tabs Tuscaloosa C Right EW FC1@20.5,1@20,1@19.5	360.00	SqFt2	0.2690		0.2690	96.84
HFGB003	514CW-K797 1-1/2" X 180' D/C Poly Tape	7.00	Roll	9.0000		9.0000	63.00
HFHB007	1537CW-N450 3" X 150' White WMP-VR Tape	1.00	Roll	24.0000		24.0000	24.00
ZZZX006	Fuel Surcharge	1.00	Each	29.4300		29.4300	29.43







Building Specialties Company, Inc.  
 1700 16th Street  
 Tuscaloosa, AL 35401  
 Phone # 205-758-0506

# Invoice

Date	Invoice #
10/11/2011	IN06609

<b>Bill To</b>
Tuscaloosa County c/o Watkins Construction PO Box 353 Northport, AL 35476

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Project
	Net 30	GT	10/11/2011	Customer P/U	Tuscaloosa	

Quantity	Description	Price Each	Amount
1	FEMA 320 3068 RH 534 M FRAME Storm Shelter Frame	260.00	260.00T

<b>Subtotal</b>		\$260.00
-----------------	--	----------

Remit to:  
*Building Specialties Co., Inc.*  
 P.O. Box 788  
 Birmingham, AL 35201

<b>Sales Tax (0.0%)</b>	\$0.00
-------------------------	--------

<b>Total</b>	\$260.00
--------------	----------



Building Specialties Company, Inc.  
 1700 16th Street  
 Tuscaloosa, AL 35401  
 Phone # 205-758-0506

# Invoice

Date	Invoice #
11/15/2011	IN06828

<b>Bill To</b>
Tuscaloosa County c/o Watkins Construction PO Box 353 Northport, AL 35476

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Project
	Net 30	GT	11/15/2011	Customer P/U	Tuscaloosa	

Quantity	Description	Price Each	Amount
2	3070 RH 5 3/4" 3FS M 16 CR SW 453,E1,E11 Tag: 111, 110	150.00	300.00T
2	3070 LH 5 3/4" 3FS M 16 CR SW 453,E1,E11 Tag: 108, 201	150.00	300.00T
1	3070 LH 5 3/4" 3FS M 16 CR SW 453,E1 Tag: 103	150.00	150.00T
2	3070 RH 5 3/4" 3FS M 16 CR SW 453,E1 Tag: 106, 107	150.00	300.00T
1	3070 LH 8 1/4" 3FS M 16 CR SW 453,E1 Tag: 104A	175.00	175.00T

<b>Subtotal</b>		\$1,225.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$1,225.00

*Remit to:*  
 Building Specialties Co., Inc.  
 P.O. Box 788  
 Birmingham, AL 35201



Robert Bentley  
Governor

## ALABAMA DEPARTMENT OF TRANSPORTATION

FIFTH DIVISION  
OFFICE OF THE DIVISION ENGINEER  
2715 East Skyland Boulevard  
P. O. Box 70070, Tuscaloosa, Alabama 35407  
Telephone: 205-553-7030  
Fax: 205-556-0900



John R. Cooper  
Transportation Director

December 7, 2011

Mr. Bobby Hagler, County Engineer  
Tuscaloosa County Road & Bridge Department  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

Re: SR 69 and Martin Road Improvements  
Project ST-063-069-008  
Permit 5-2-63-3503-GL  
Tuscaloosa County

Attached is an agreement to be executed by and between the State of Alabama Department of Transportation and Tuscaloosa County, for the construction of a left turn lane on SR 69 from CR 70 (Martin Road) to Carroll's Creek Bridge in conjunction with permit # 5-2-63-3503-GL.

Please have the Chairman of the Tuscaloosa County Commission sign this agreement and return it to my office for further processing.

If you have questions, please contact Mr. Robin R. Rhoden, Assistant Division Engineer, Maintenance, at this office.

Yours very truly,

L. Dee Rowe, P.E.  
Division Engineer

Robin R. Rhoden, P.E.  
Assistant Division Engineer, Maintenance

LDR/RRR/GLN

Attachment

c: Ms. L. Dee Rowe/File  
Mr. Robin R. Rhoden  
Mr. Brad Darden



# ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard  
Montgomery, Alabama 36110



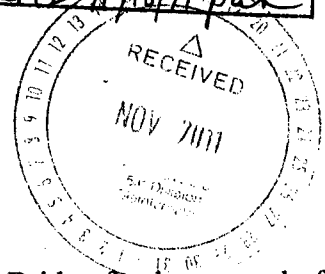
Telephone: 334/262-8041 From: L. Dee Rowe 334/262-8041

Robert Bentley  
Governor

Route to:		Action: John F. Cooper
Construction	County	Transportation Director
Pre-Construction	Maintenance	See Me
November 14, 2011	Office Manager	Handle
EEO	EMS	Circulate
Training	IT Sr. Tech	Information
Envir. Comp. Off.	ALL	Maintain in File
C. My Desk	All Ass. stants	<i>CMD 11/18/11 pa</i>

Mr. Bobby Hagler, County Engineer  
Tuscaloosa County Road & Bridge Department  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

Reference: SR-69 and Martin Road



Dear Mr. Hagler:

The Department has agreed to make available \$300,000.00 of State Road and Bridge funds expressly for the improvements to SR-69 and Martin Road. This commitment will be reflected in the Project Funding Agreement for this future project that will be prepared by the County Transportation Bureau at the appropriate stage of project development.

Please feel free to contact Mr. Ed Phillips, State County Transportation Engineer, at (334) 242-6203, should you have any questions or comments concerning this matter.

Sincerely,

*John R. Cooper*  
John R. Cooper  
Transportation Director

JRC/dep

- Mr. D.W. Vaughn, Chief Engineer/Deputy Director
- Mr. Don Arkle, Assistant Chief Engineer, Policy & Planning
- Mr. Ronnie Baldwin, State Office Engineer
- Mr. D.E. Phillips, Jr., State County Transportation Engineer
- Ms. Dee Rowe, Division Engineer, Fifth Division
- Mr. Ed Austin, Asst. County Transportation Engineer
- Mr. Jim Doolin, Transportation Planning & Modal Programs
- Mr. Sonny Brasfield, ACCA
- File



**AGREEMENT**

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA (FEIN 63-6001719), party of the second part (hereinafter called the County):

**WITNESSETH**

WHEREAS, the State and County desire to cooperate in the construction of a left turn lane on SR 69 from CR 70 (Martin Road) to Carroll's Creek Bridge in conjunction with Permit # 5-2-63-3503-GL. Length - 0.37 miles. Project # ST-063-069-008, CPMS # 100057941.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

A. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces. Completed original plans shall be furnished to the Department of Transportation for review and approval before construction begins.

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

C. The County will furnish all construction engineering for the project from County forces as a part of the cost of the project.

D. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

E. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work, and the cost therefore will be deemed a part of the project cost.

F. The County will immediately cause all work on the project to cease upon notification by the State that the project work is not being accomplished in accordance with the plans and/or this Agreement.

G. The State will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the County from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.

H. The estimated cost of this project shall be provided for from funds outlined below:

State Public Road and Bridge Funds	\$300,000.00
County Funds	-0-
Total Cost (Incl. E & I)	\$300,000.00

I. The County will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama.

J. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

K. The Alabama Department of Transportation Standard Specifications for Highway Construction, 2008 Edition, shall be complied with on this project and the alignment and grades on this project shall meet the standards of the Alabama Department of Transportation.

L. Invoices of the County for cost of work performed will be forwarded to the State as work progresses, but not more often than monthly, and the County will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

M. To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the

COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder. By entering into this agreement, the COUNTY is not an agent of the State, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

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

O. Exhibit N is attached hereto as a part hereof.

P. This Agreement will terminate January 19, 2015, for project if project is not authorized, or for any portion of project not actually authorized for construction.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.**

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines  
Clerk (Signature)

BY: W. Hardy McCollum  
(Signature) Chairman

Melvin L. Vines  
Type Name of Clerk

W. Hardy McCollum  
Type Name of Chairman

RECOMMENDED

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

Dee Rowe  
Fifth Division Engineer  
Dee Rowe, P.E.

D. W. Vaughn  
Chief Engineer/Deputy Director  
D. W. Vaughn, P.E.

APPROVED AS TO FORM:

BY: Jim R. Ippolito, Jr.  
Jim R. Ippolito, Jr., Chief Counsel  
Alabama Department of Transportation

John R. Cooper  
Transportation Director  
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

Robert Bentley  
GOVERNOR OF ALABAMA  
ROBERT BENTLEY

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Construction of a left turn lane on SR 69 from CR 70 (Martin Road) to the Carroll's Creek Bridge in conjunction with Permit # 5-2-63-3503-GL. Length - 0.37 miles. Project # ST-063-069-008, CPMS # 100057941,

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

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 7th day of December, 20 11.

ATTESTED:

*M. L. Jones*  
County Clerk

*W. M. McCallum*  
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

7th day of December, 20 11, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

7th day of December, 20 11.

*M. L. Jones*  
County Clerk

SEAL



Rev. 06/20/2002

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:**

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

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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

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

**ADR CLAUSE:**

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

**STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION**

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

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

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

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

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

For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an in-place annual bid, the County/City will furnish the Division a copy of their bid and this bid price will be used for reimbursement.

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

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

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

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

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

RECOMMENDED FOR APPROVAL: *John J. Cowson*  
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL: *Ray H. Bass*  
CHIEF ENGINEER

APPROVAL: *[Signature]*  
TRANSPORTATION DIRECTOR

2/14/01  
DATE

Street Lighting Modifications  
Alabama Power Company

Alabama Power  
Tuscaloosa, Alabama

Gentlemen:

This is to advise that the Tuscaloosa County  Council  
 Commission \_\_\_\_\_, on the  
7th day of December, 2011, adopted resolutions which appear in the minutes of this  
meeting, authorizing the following street lighting modifications:

Fixture Ownership				Size Lamp (Lumens)	Location
Number of Fixtures Owned by Co.		Number of Fixtures Owned by Customer			
Install	Remove	Install	Remove		
		3		250 watt H.P. Sodium	At the intersection of US 43 & CR 38 / Northside Road.

The requested modifications will change the present billing amounts as shown below:

- (a) Additions ..... \$ \_\_\_\_\_
- (b) Removals ..... \$ \_\_\_\_\_
- (c) Other ..... \$ \_\_\_\_\_
- (d) Net Change In Annual Billing \$ \_\_\_\_\_

For Company Use Only:	
W.E. Number	<input type="checkbox"/> W.E. Not Required
Set order Number	Date

(e) Previous Annual Billing \$ \_\_\_\_\_

(f) New Annual Billing

\$ \_\_\_\_\_

(g) New Monthly Billing \$ \_\_\_\_\_

Alabama Power Co.

Signed: 

By: W. Hardy McCollum

Approved: \_\_\_\_\_

Title: Chairman, Tuscaloosa County Commission

Division Manager, Energy Services

STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Literacy Council of West Alabama hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

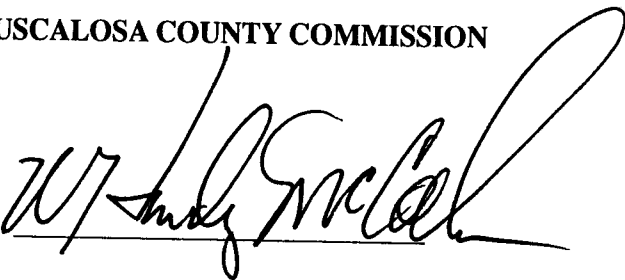
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

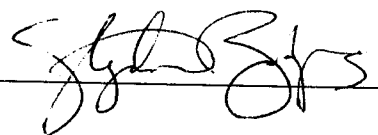
1. That the Recipient will provide services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$3,000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$3,000.00 shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this 7<sup>th</sup> day of December, 2011.

TUSCALOOSA COUNTY COMMISSION

THE LITERACY COUNCIL OF WEST ALABAMA

By: 

By: 

Its: Chairman, Tuscaloosa County Commission

Stephen Bridgers  
Its: Executive Director

STATE OF ALABAMA

AGREEMENT

TUSCALOOSA COUNTY

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the Tuscaloosa County Volunteer Fire Department Association hereafter referred to as "the Recipient", becomes effective upon full execution.

Whereas, the Commission has the responsibility for administering the County for the benefit of the citizens thereof; and

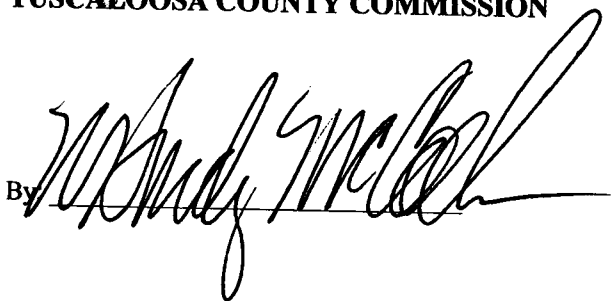
Whereas, the Recipient is organized to provide and is desirous of providing services beneficial to the general welfare of all citizens of the County.

In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

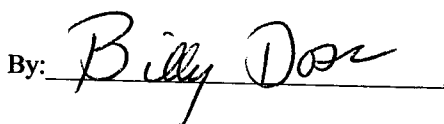
1. That the Recipient will provide services to the citizens of Tuscaloosa County.
2. That the Recipient will provide the Commission a report on the Recipient's accomplishments at the conclusion of the services provided under this agreement.
3. That in consideration of such services the Commission shall pay the Recipient the sum of \$3,000.00 upon full execution of this agreement.
4. That the compensation provided in Item 3 above totaling \$3,000.00 shall be the total cost of this agreement to the Commission.
5. That either party on giving thirty (30) days' written notice to the other party can terminate this agreement.
6. That this contract shall constitute the entire agreement of the parties, and any amendments to its terms must be in writing.

Agreed to and executed this 9 day of Nov, 2011.

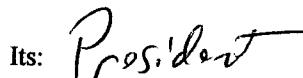
TUSCALOOSA COUNTY COMMISSION

By: 

THE TUSCALOOSA COUNTY VOLUNTEER  
FIRE DEPARTMENT ASSOCIATION

By: 

Its: Chairman, Tuscaloosa County Commission

Its: 

THIS INSTRUMENT PREPARED BY:

Matthew Q. Tompkins  
ROSEN HARWOOD, P.A.  
2200 Jack Warner Parkway  
Suite 200 (35401)  
P.O. Box 2727  
Tuscaloosa, Alabama 35403  
(205) 344-5000

Source of Title: Deed Book 2009 at Page 15078

STATE OF ALABAMA     )

TUSCALOOSA COUNTY    )

### RESOLUTION AUTHORIZING CONDEMNATION

WHEREAS, the County is presently engaged in efforts to design, construct, improve, operate and maintain a right-of-way that will cross certain real property located in Tuscaloosa County, Alabama owned by Albert Plus, LLC (hereinafter referred to as the "Owner");

WHEREAS, as part of its roadway project, it is necessary and expedient for the County to acquire a right-of-way over and through certain tracts of land for the purposes of constructing, laying, installing, maintaining, operating, improving, inspecting, altering, renewing, repairing, removing, changing the size and/or relocating and replacing a roadway including, without limitation maintenance facilities, signs, service roads, and the County may elect, together with all connections and other appurtenances necessary or convenient to the County in the construction, operation, inspection, maintenance or use of said improvements in the locations described and depicted on the attached Exhibits "A" and "B" which are hereby incorporated herein by reference (hereinafter referred to as the "Property");

WHEREAS, in the judgment of the County, it is necessary and expedient for carrying out the full powers granted to the County that such right-of-way be acquired;

WHEREAS, the County has been unable to reach an agreement with the Owner for the voluntary conveyance of the right-of-way;

WHEREAS, the County desires and hereby proposes the condemnation of a right-of-way over and through said Property pursuant to Code of Alabama, Sections 11-80-1, 18-1A-1, *et seq.*, and 18-1B-1, *et seq.*;

WHEREAS, the Property does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama;

WHEREAS, it appears to the Tuscaloosa County Commission, that the condemnation of said right-of-way will not adversely affect the interest of the public in any way; and

WHEREAS, the County desires to authorize the County's attorney to acquire said right-of-way by condemnation.

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, Alabama, as follows:

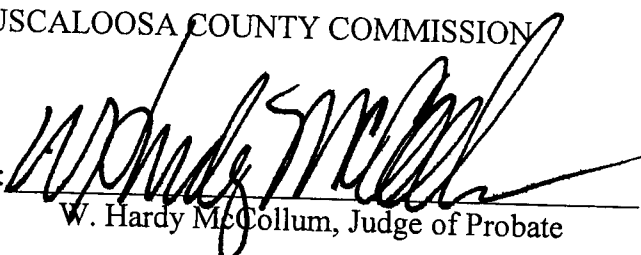
1. That it is in the interest of the public that the County acquire a right-of-way over and through the Property, as depicted on and described in Exhibits "A" and "B" hereto, by condemnation.
2. That the assent of the Tuscaloosa County Commission is hereby given to the condemnation of said right-of-way over and through the Property located in Tuscaloosa County, Alabama, as depicted on, and described in Exhibits "A" and "B" hereto.
3. That the County's attorney be, and is hereby authorized to acquire said right-of-way by condemnation.
4. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby authorized to present a copy of this Resolution, duly certified as correct by County Clerk, to the



County attorney in order that the same may be attached to the Petition for Condemnation to be filed in the Probate Court of Tuscaloosa County.

RESOLVED AND DONE this 7<sup>th</sup> day of December, 2011.

TUSCALOOSA COUNTY COMMISSION

By:   
W. Hardy McCollum, Judge of Probate

ATTEST:

  
Melvin Vines, County Administrator

APPROVED THIS THE 7<sup>th</sup> DAY OF December, 2011.

STATE OF ALBAMA §

COUNTY OF TUSCALOOSA §

**RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION**  
**APPROVING ASSISTANCE TO THE TUSCALOOSA HOUSING**  
**AUTHORITY**

**WHEREAS**, the Tuscaloosa Housing Authority's purpose is to ensure that low income citizens of Tuscaloosa County have access to safe and affordable housing in Tuscaloosa County; and

**WHEREAS**, the Tuscaloosa Housing Authority currently operates the Rosedale Development in Tuscaloosa County which provides government subsidized housing for low income citizens of Tuscaloosa County; and

**WHEREAS**, Rosedale is old and outdated and was substantially damaged by the tornado of April 27, 2011; and

**WHEREAS**, the Tuscaloosa Housing Authority has developed a plan to reconstruct the damaged portions of Rosedale and replace existing outdated affordable housing for low income citizens of Tuscaloosa County; and

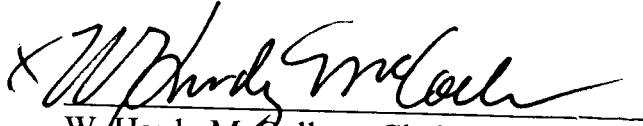
**WHEREAS**, the redevelopment contemplated by the Tuscaloosa Housing Authority requires extensive modernization and expansion of existing infrastructure such as water, sewer, sidewalks, curbs and gutters, and the Tuscaloosa Housing Authority requires assistance from Tuscaloosa County to cover a portion of the costs of these infrastructure improvements.

**WHEREAS**, the Commission finds that the assistance to the Tuscaloosa Housing Authority to provide for a portion of the cost of improving the infrastructure of the Rosedale housing development serves a public purpose and is in the public interest.

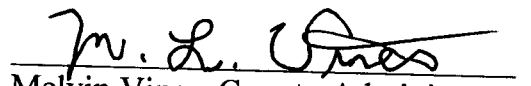
**NOW, THEREFORE, BE IT RESOLVED** by the Tuscaloosa County Commission, as follows:

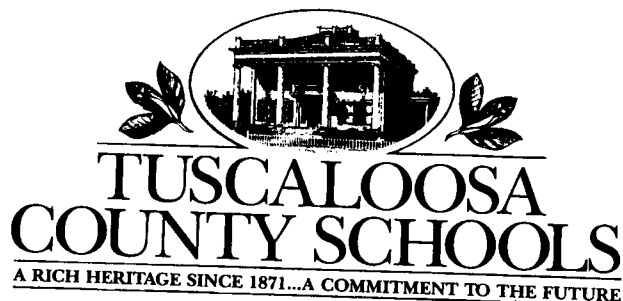
That the Chief Financial Officer for Tuscaloosa County is hereby authorized to transfer to the Tuscaloosa Housing Authority the sum of One Million (\$1,000,000.00) and no/100 Dollars.

**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 7<sup>th</sup> day of December, 2011.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator



OFFICE OF THE SUPERINTENDENT

December 2, 2011

Commissioner Reginald Murray  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

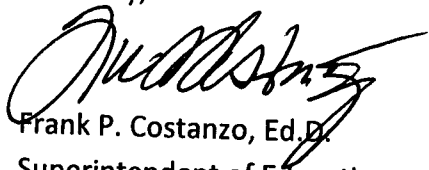
Re: Repair and resurface the main driveway, drive leading to the multipurpose gym, parking lots in front of school and parking lot next to multipurpose gym – Myrtlewood Elementary School

Dear Commissioner Murray:

For your information and consideration, I have attached a request from Ms. Sheila Stromberg, Principal at Myrtlewood Elementary School, requesting assistance from the Tuscaloosa County Commission with the repair and resurfacing of the main driveway, drive to multipurpose gym, parking lot adjacent to multipurpose gym and the parking lots in the front of the school.

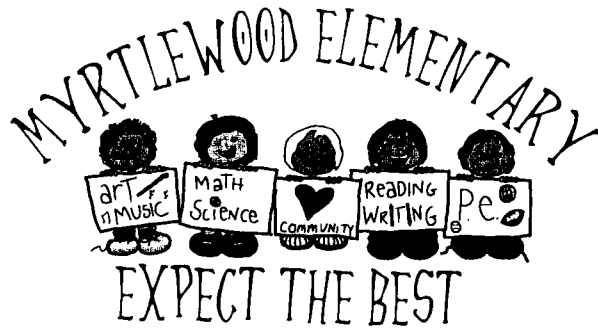
We greatly appreciate your consideration of this project. Thank you for all you do for the students in the Tuscaloosa County School System.

Sincerely,

  
Frank P. Costanzo, Ed.D.  
Superintendent of Education

Attachment

Cc: Commission Chair and Judge of Probate W. Hardy McCollum  
Commissioner Bobby Miller  
Commissioner Gary Youngblood  
Commissioner Don Wallace



14701 Gainsville Road  
Fosters, Alabama 35463

Sheila Stromberg, Principal

Phone (205) 342-2658  
Fax (205) 345-7259

To Whom It May Concern:

Please consider this a request to repair and resurface the driveway and parking lots in front of Myrtlewood Elementary School. In addition, I would like to request the driveway leading to our multipurpose gym and the parking lot be resurfaced.

Sincerely,  
*Sheila Stromberg*  
Sheila Stromberg