

TUSCALOOSA COUNTY COMMISSION

MEETING

April 18, 2012

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 Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to award the following bids:

PURCHASE OF A SKID STEER LOADER

Loader Services & Equipment, Inc. \$33,341.25

PURCHASE OF TWO SELF-PROPELLED STREET SWEEPERS

Thompson Tractor Company, Inc. \$81,616.00 less trade-in value of \$16,700.00 for a net of \$64,916.00

Exhibit 4-1, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Engineer Bobby Hagler to reject the bids received for the purchase of two backhoe trailers and two tilt deck equipment trailers, opened on April 4, 2012, and re-bid. The specifications were not up to date for the current equipment needed and will be revised.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the following contracts, upon review of County Attorney Robert Spence, for design of three bridges to be replaced and funded by the Alabama Transportation Rehabilitation and Improvement Program (ATRIP):

ALMON ASSOCIATES

Moccasin Branch Road Bridge Replacement Project  
Dobbs Road Bridge Replacement Project

BURK-KLEINPETER, INC.

South Sandy Road Bridge Replacement Project

Exhibit 4-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the low bid that meets specifications for the purchase and installation of a fuel management and disposing system for Cedar Cove Road Camp. The bidding firms are as follows:

M&W Equipment Company, Inc. \$138,885.00  
Estes Equipment Co., Inc. \$152,028.00  
Superior Petroleum Services, Inc. \$158,245.00  
MECO, Inc. \$147,997.00  
Cobb Environmental & Technical Services, Inc. \$164,785.00

Exhibit 4-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the low bid that meets specifications for the purchase of six tornado safe rooms. The bidding firms are as follows:

Safe Porch Shelters \$93,316.00  
Safe Sheds, Inc. \$29,010.00  
Aqua Marine Enterprises, Inc. \$101,874.00  
South East Concrete, LLC \$89,999.00

Exhibit 4-4, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter, Inc, for engineering services on the following projects:

Upper Tyro Road - Upper Tyro Creek Bridge Replacement \$8,500.00  
Hosmer Road - Rockcastle Creek Bridge Replacement \$2,000.00  
Old Jasper Road - Tyro Creek Bridge Replacement \$875.00

Exhibit 4-5, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of \$2,079.00 to The Cassady Company, Inc., for engineering and inspection services in conjunction with the water main relocation on the Springer Road construction project.

Exhibit 4-6, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to concur with County Engineer Bobby Hagler in awarding the bid for the bridge replacement at Gin Branch on Old Jasper Road in the amount of \$989,655.00 submitted by RaCON, Inc. (ALDOT Project - County match is \$197,931.00)

Exhibit 4-7, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of March, 2012.

Exhibit 4-8, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution to exempt certain "covered items" from the county sales and use tax during the first full weekend of August, 2012, (August 3-5, 2012), as authorized by Act 2006-574, generally referred to as the State Sales Tax Holiday Legislation.

Exhibit 4-9, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution recognizing June 22, 2012, as the Wounded Warriors, Disabled Veterans, and Fallen Service Members Day in Tuscaloosa County.

Exhibit 4-10, Page

Probate Judge W. Hardy McCollum recognized Litter Control Officer Patrick Branch who served as United Way's representative for Tuscaloosa County and presented a "Live United Exceptional Employee Gift Increase" certificate for the 2011/2012 campaign, whereas Tuscaloosa County achieved an exceptional employee gift increase of 150% or more over the prior year United Way Campaign.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to assist the Tuscaloosa County Bus Shop with repair of their parking lot. The cost of the stone is approximately \$2,750.00.

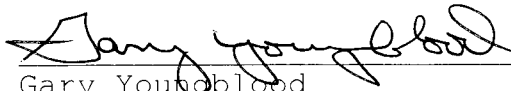
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 2, 2012.



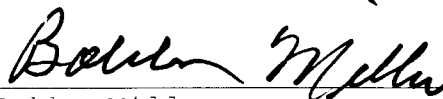
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission




Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

Exhibits  
4-18-12

**Skid Steer Loaders  
Bid Evaluation  
4/4/2012**

<b>Company</b>	<b>Base Bid Each</b>	<b>Total Bid</b>
Loader Services	\$ 33,341.25	\$ 33,341.25
Thompson Tractor Co., Inc.	\$ 44,060.00	\$ 44,060.00
Cowin Equipment Co., Inc.	No Bid	No Bid
Warrior Tractor and Equipment Co., Inc.	No Bid	No Bid
Tractor and Equipment Co.	No Bid	No Bid

**Self Propelled Road Sweepers**

**Bid Evaluation**

**4/4/2012**

<b>Company</b>	<b>Base Bid Each</b>	<b>Total Bid</b>	<b>Trade In #401070</b>	<b>Trade In #401071</b>	<b>Total Cost</b>
Thompson Tractor Co., Inc.	\$ 40,808.00	\$ 81,616.00	\$ 7,900.00	\$ 8,800.00	\$ 64,916.00
Cowin Equipment Co., Inc.	\$ 42,762.00	\$ 85,524.00	\$ 7,500.00	\$ 7,500.00	\$ 70,524.00
Tractor and Equipment Co.	\$ 46,954.00	\$ 93,908.00	\$ 8,500.00	\$ 9,500.00	\$ 75,908.00
Warrior Tractor and Equipment Co., Inc.	No Bid	No Bid			



Almon Associates, Inc.  
P.O. Drawer 2729  
Tuscaloosa, AL 35403

2008 12th Street  
Tuscaloosa, AL 35401

phone: 205.349.2100  
fax: 205.349.2107  
web: www.almonassociates.com

April 12, 2012

Mr. Bobby Hagler, P.E.  
Tuscaloosa County Public Works  
2810 35th St.  
Tuscaloosa, Al 35401

Attn: Tracy Criss, P.E.

Re: Contract for: TCP 63-01-12, Moccasin Branch Road and  
TCP 63-02-12, Dobbs Road Bridge Replacement Projects

Dear Mr. Hagler,

Please find attached our standard contract form and associated attachments for the above referenced project, for your review. We would like to express once again our excitement in being given this opportunity. Please let us know if you have any questions or need any additional information.

Sincerely;  
**Almon Associates, Inc.**

A handwritten signature in black ink that reads "Jeremy D. Jones".

Jeremy D. Jones, P.E.  
Associate

RECEIVED  
APR 12 2012  
TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

Attachments: Contract for Professional Services dated 04-11-2012, and attachments A, B, and C

**CIVIL ENGINEERING**

SITE DESIGN • ENVIRONMENTAL • STRUCTURAL DESIGN • SURVEYING • MAPPING • TRANSPORTATION • WATER RESOURCES



CONTRACT FOR PROFESSIONAL SERVICES

ALMON NO.: 2012-094

PROJECT NAME: Tuscaloosa County 2012 Bridge Replacements
Tuscaloosa, Alabama

PROJECT PHASE: Survey and Design as detailed in attached Proposal dated 2012-04-11

This agreement made and entered into April 11, 2012 by and between ALMON ASSOCIATES, INC., hereinafter called "ALMON" and Tuscaloosa County, hereinafter called "CLIENT", is for the services described under Item 2 of this agreement.

CLIENT NAME: Tuscaloosa County, Alabama
ADDRESS: 2810 35th St. Tuscaloosa, Al 35401
PHONE NO.: (205) 345-6600 FAX NO.: (205)
EMAIL: tcriss@tuscco.com CELL NO.: (205)

- 1. GENERAL PROJECT INFORMATION: This proposal is for professional services associated with development of plans for the construction of two bridges in Northwest Tuscaloosa County. The bridge replacement for Moccasin Branch Road is also Tuscaloosa County project number TCP 63-01-12, and the bridge replacement for Dobbs Road is also Tuscaloosa County project number TCP 63-02-12. See Attachment C for a map identifying the location of each bridge.
2. SCOPE OF SERVICES TO BE PROVIDED BY ALMON: See Attached proposal dated April 11, 2012, hereinafter referred to as Attachment A.
3. DURATION: This Agreement shall remain in effect until completion of proposed scope of work unless terminated as provided herein, or extended by mutual agreement in writing.
4. COMPENSATION: The compensation to be paid ALMON for providing the services called for herein shall be Lump Sum, Hourly based on unit cost/time charges listed on Attachment B, or a combination of both as outlined on Attachment A. The work authorized shall be accomplished in a timely and professional manner by ALMON. If during execution of the work authorized, ALMON is required to stop operations as a result of changes in the work authorized, such as requests by the CLIENT or requirements by third parties, additional charges may be applicable. Prior to the provision of services, the CLIENT shall deposit a retainer of \$ 0.00 with ALMON. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, ALMON may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing date, ALMON may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.
5. REIMBURSABLE COSTS: Reimbursable costs shall include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not be limited to, local travel at the rate currently paid by ALMON to its employees but not more than 50 cents per mile, long distance telephone calls, printing and reproduction costs, permit and application fees, and survey supplies and materials.

ALMON Initial: JJA
CLIENT Initial: WMA



6. **INSURANCE:** ALMON represents and warrants that it and its agents, staff, and consultants employed by it are protected by worker's compensation insurance and that ALMON has such coverage under public liability and property damage insurance policies as ALMON deems adequate. Certificates for all such policies of insurance will be provided to CLIENT if requested in writing. Within the limits and conditions of such insurance, ALMON agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts, errors or omissions in connection with the professional services performed by ALMON, its agents, staff, and consultants employed by it. Any other provision of these general conditions notwithstanding, it is agreed by CLIENT and ALMON that ALMON shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance.
7. **INDEMNIFICATION:** The CLIENT shall indemnify and hold harmless ALMON, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any act, error, omission or wrongful act of the CLIENT or anyone acting on its behalf in connection with or incidental to this Agreement or a contractor or subcontractor of the CLIENT. Such indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by the CLIENT, contractors, subcontractors, or other agents whether or not ALMON provides consulting services related to such activities.
8. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, CLIENT shall pay ALMON compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination.
9. **WAIVER:** Any failure by ALMON to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ALMON may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
10. **DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
11. **GOVERNING LAW:** CLIENT and ALMON agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by and according to the laws of the State of Alabama.
12. **SOFTWARE REQUIREMENTS:** All computer applications and software must be compatible with CLIENT applications and standards. All computers used by CLIENT shall be equipped with anti-virus software. All electronically stored data shall have back-up no less often than daily.
13. **OWNERSHIP OF DOCUMENTS:** All documents, including drawings, specifications, and surveys prepared by ALMON Associates are instruments of service and shall remain the property of ALMON Associates. Such documents may not be used by the CLIENT for any other endeavor without the written consent of ALMON Associates.
14. **ASSIGNS:** Neither the CLIENT nor ALMON may delegate, assign, sublet, or transfer their duties under or interest in this agreement without the prior written consent of the other party.

ALMON Initial: JDJ  
CLIENT Initial: WJH

15. **SEVERABILITY:** Any term or provision of this agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

ALMON ASSOCIATES, INC.

SIGNED: Jeremy D. Jones

TYPED NAME: Jeremy D. Jones, P.E.

TITLE: Associate

DATE: 04/11/2012

Tuscaloosa County

SIGNED: W. Andy McCall

TYPED NAME: \_\_\_\_\_

TITLE: Chairman

DATE: 4-20-12

attachments: Attachment A – Scope and Fee, Attachment B – Hourly Rate Schedule,  
Attachment C – Project Maps

Attachment A



Almon Associates, Inc.  
P.O. Drawer 2729  
Tuscaloosa, AL 35403

2008 12th Street  
Tuscaloosa, AL 35401

phone: 205.349.2100  
fax: 205.349.2107

web: www.almonassociates.com

April 11, 2012

Mr. Bobby Hagler, P.E.  
Tuscaloosa County Public Works  
2810 35th St.  
Tuscaloosa, Al 35401

Attn: Tracy Criss, P.E.

Re: Fee proposal for: TCP 63-01-12, Moccasin Branch Road and  
TCP 63-02-12, Dobbs Road Bridge Replacement Projects

Dear Mr. Hagler,

Thank you for selecting our firm to provide engineering services for Moccasin Branch Road and Dobbs Road bridge replacement projects, as shown on the attached maps. We are always excited whenever we have the opportunity to perform services for our home county.

It is our understanding that the projects listed are to be completed with funding through the Alabama Department of Transportation (ALDOT) and therefore our scope of services shall be that which is required by ALDOT for a bridge replacement project with a State letting. Specifically, we propose to provide surveying and engineering services for each bridge to complete a hydraulic review (to be performed by the State), construction plans, ROW tract sketches and Legal Descriptions, and ROW monumentation for a lump sum fee of \$34,000.00 and \$36,000.00 respectively. We have also estimated hourly services to be performed as needed for utility coordination and Categorical Exclusion preparation.

Please see the fee breakdown below:

<u>Lump Sum Services and Fees:</u>	<u>Moccasin</u>	<u>Dobbs</u>
1) Design Topographic Survey	\$ 3,200.00	\$ 3,200.00
2) Property Survey for ROW acquisition	\$ 1,000.00	\$ 2,000.00
3) ROW tract sketches and legal descriptions	\$ 1,200.00	\$ 1,200.00
4) ROW monumentation (Capped Irons Set)	\$ 750.00	\$ 750.00
5) Engineering Design and Construction Plans	\$ 23,150.00	\$ 24,150.00
Subtotal	\$ 29,300.00	\$ 31,300.00
 <u>Hourly Services:</u>		
6) Categorical Exclusion Preparation Services	\$ 3,500.00	\$ 3,500.00
7) Utility Coordination Services	\$ 1,200.00	\$ 1,200.00
Subtotal	\$ 4,700.00	\$ 4,700.00
Total	\$ 34,000.00	\$ 36,000.00

**CIVIL ENGINEERING**

Attachment A

For the purpose of this estimate, we assume the following:

- No horizontal or vertical re-alignment of the roadway will be required
- Each bridge will be replaced with a single span pre-cast bridge
- Detours will not be required
- A detailed study will not be required as part of the Categorical exclusion, such as:
  - Wetland Survey
  - Cultural Resources Assessment
  - Biological Study
  - Etc.

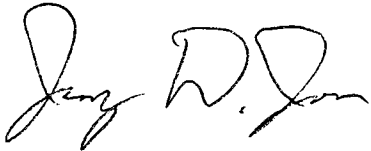
The Engineering Design and Construction Plans plans fee was determined based on inclusion of the following sheets:

- Hydraulic Review Plan-profile Sheet
- Title
- Index
- Legend
- Typical Section
- Project Notes
- Summary of Quantities
- Plan-profile/Utility
- General Bridge Elevation
- Erosion Control Plan
- Traffic Control Plan.

While it is not specifically included in this proposal, we are also qualified with the ALDOT for Construction Engineering and Inspection Services, and a proposal for such can be provided upon request.

Thank you again for this opportunity and please let us know if you have any questions or need any additional information.

Sincerely;  
**Almon Associates, Inc.**



Jeremy D. Jones, P.E.  
Associate

Attachments: Site location maps, Hourly rate sheet

Attachment B



**2012 RATE SCHEDULE**  
**January 1, 2012 through December 31, 2012**

<u>Classification</u>	<u>Rate</u>
Principal .....	\$185.00/hour
Project Manager II .....	\$165.00/hour
Project Manager I.....	\$130.00/hour
Professional Engineer II .....	\$120.00/hour
Professional Engineer I.....	\$110.00/hour
Staff Engineer II .....	\$ 90.00/hour
Staff Engineer I .....	\$82.00/hour
Engineering Technician III .....	\$ 80.00/hour
Engineering Technician II .....	\$ 65.00/hour
Engineering Technician I .....	\$ 55.00/hour
GIS Specialist .....	\$ 90.00/hour
Survey Project Manager .....	\$ 140.00/hour
Professional Land Surveyor II .....	\$100.00/hour
Professional Land Surveyor I.....	\$ 90.00/hour
Field Survey Crew GPS .....	\$ 165.00/hour
Survey Technician III .....	\$ 68.00/hour
Survey Technician II .....	\$ 57.00/hour
Survey Technician I .....	\$ 40.00/hour
Administration II .....	\$ 90.00/hour
Administration I .....	\$ 70.00/hour
Clerical .....	\$ 55.00/hour

Notes:

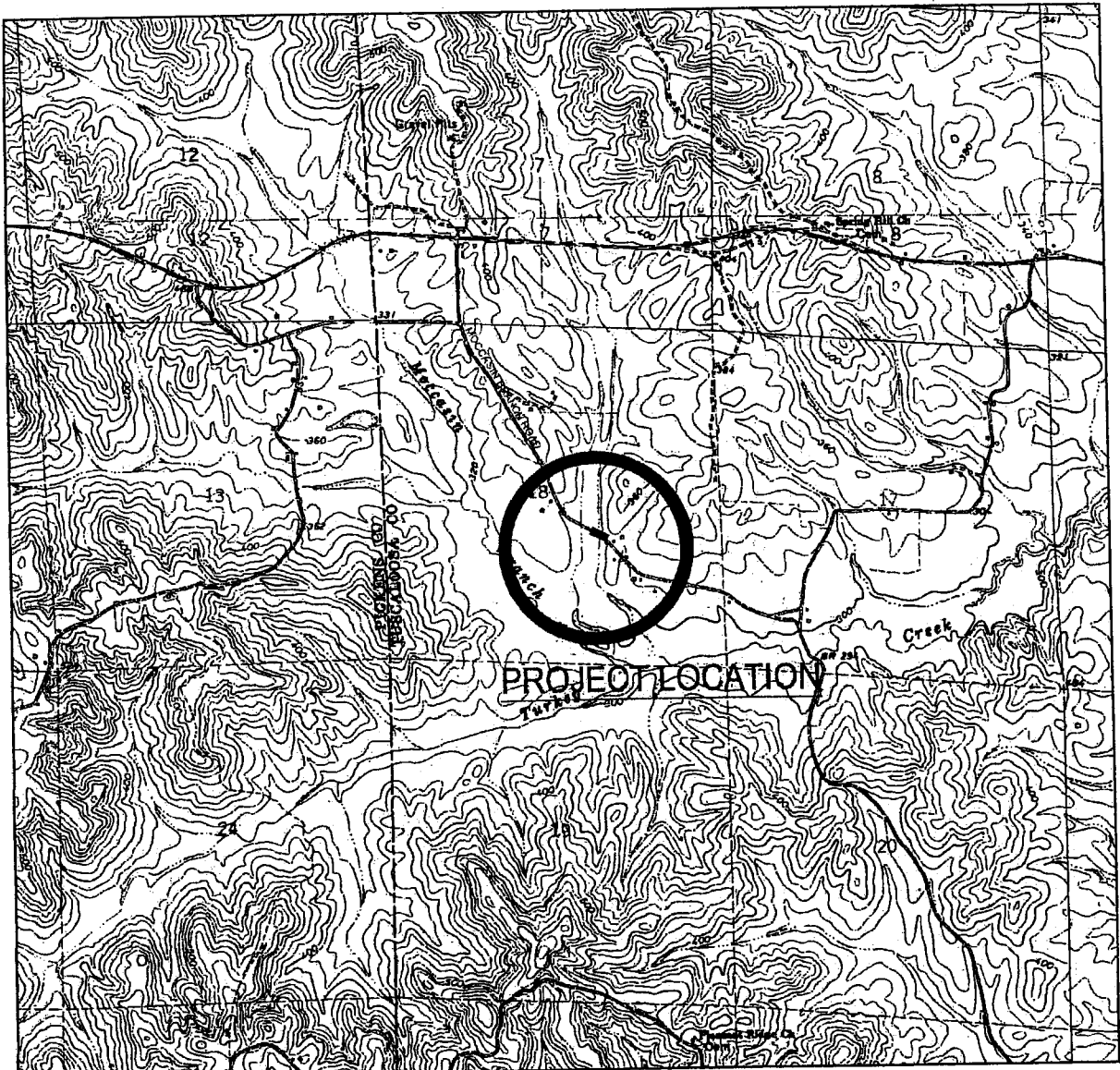
1. Sub-Consultants billed through Almon shall be subject to a 10 percent administration fee.
2. Hourly rates for technicians and survey crew for holidays, weekends, or work over 40 hours per week is 1.5 times the standard unit rates.

Attachment C

## TUSCALOOSA COUNTY

ALDOT GENERAL HIGHWAY MAP    PROJECT NO. TCP 63-01-12  
BRIDGE REPLACEMENT OVER UNNAMED TRIBUTARY ON MOCCASIN BRANCH ROAD  
SE 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 12 WEST  
LAT. N 33.4863    LONG. W 87.8282  
STRUCTURE NO. O CO0092 63 0000090Z 00    BIN NO. 011262  
SUFFICIENCY RATING 48.1    STATUS 1

SCALE: 2" = 1 MILE



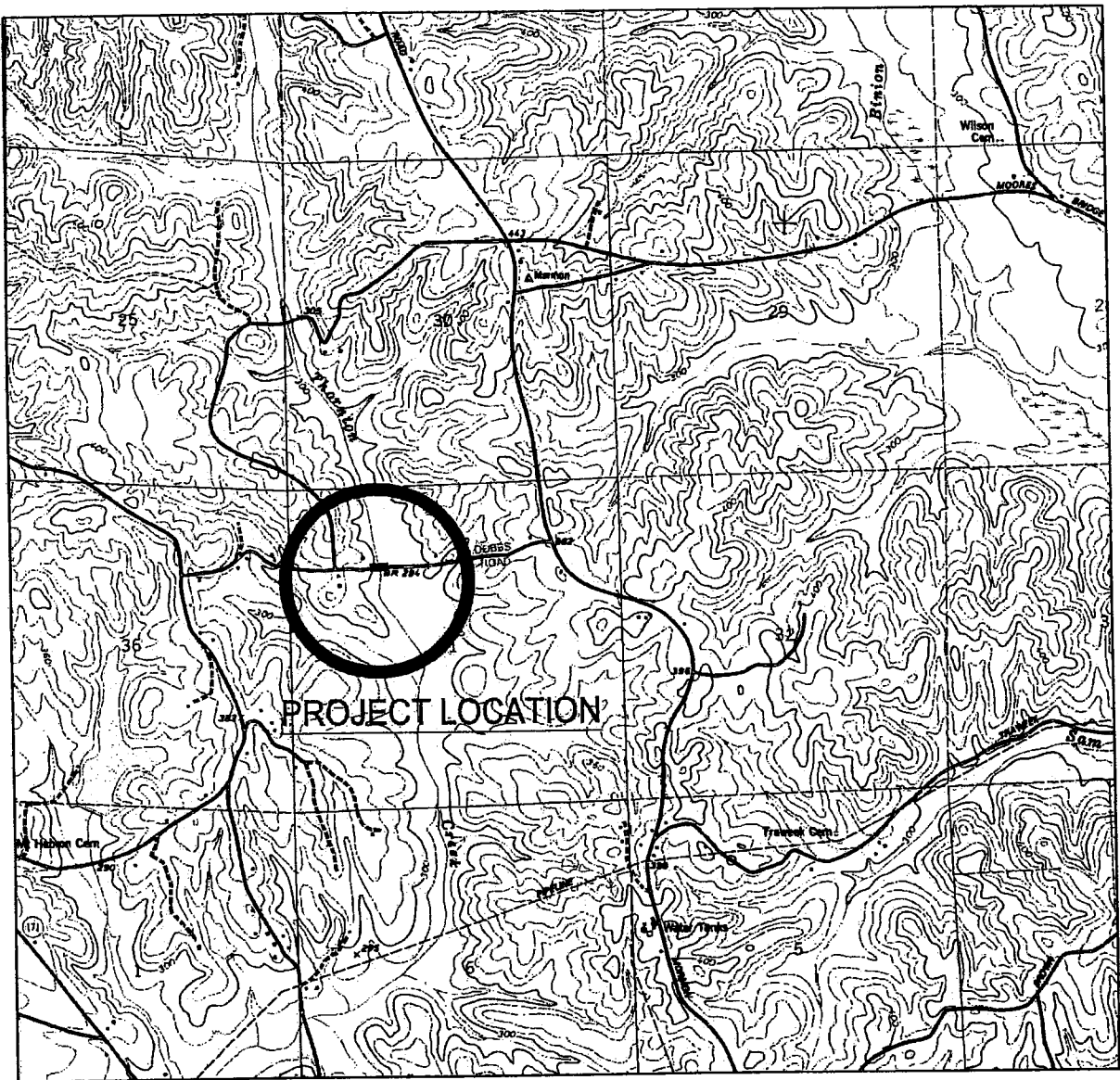
X:\Acad2\Moccasin Branch Road\Bridge\Vicinity Map.dwg

Attachment C

## TUSCALOOSA COUNTY

ALDOT GENERAL HIGHWAY MAP    PROJECT NO. TCP 63-02-12  
BRIDGE REPLACEMENT OVER THORNTON CREEK ON DOBBS ROAD  
NW 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 11 WEST  
LAT. N 33.4431    LONG. W 87.7303  
STRUCTURE NO. O CO0160 63 0000235Z 00    BIN NO. 012418  
SUFFICIENCY RATING 48.1    STATUS 0

SCALE: 2" = 1 MILE



X:\Acad2\Dobbs Road\Bridge\Vicinity Map.dwg

**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

WILLIAM R. BURK, JR., 1912-1986

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



OVER 100 YEARS OF SERVICE

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

April 12, 2012

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

Re: **South Sandy Road Bridge Replacement Project**

Dear Mr. Hagler:

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

The estimated total fee for the project is \$98,750.00. Based on provided information, it appears that this bridge will be an AASHTO-girder structure, therefore the fee includes a cost for geotechnical engineering. In addition, we are also assuming that a 300' structure will be required for the replacement. If this changes and the fee is affected, I will notify you immediately.

Please note that this fee also includes time for comments and reviews. This project will be required to go through the ALDOT review process. It also includes time for four plats, as required, for right of way acquisition.

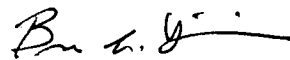
The fee is broken down further for your review:

Design Services:	\$65,000.00
Survey Services:	\$7500.00
Property Plats:	\$2500.00
Geotechnical Services:	<u>\$23,750.00</u>
<b>Total Estimated Fee:</b>	<b>\$98,750.00</b>

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

Sincerely,

**BURK-KLEINPETER, INC.**

  
Bruce L. Higginbotham, P.E.  
Vice President





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

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

Tuscaloosa County

(“Owner”) and

Burk-Kleinpeter, Inc.

(“Engineer”).

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

This project will be referred to as the South Sandy Road Bridge Replacement Project.

\_\_\_\_\_ (“Project”).

Owner and Engineer agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

**1.01 Scope**

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

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

**2.01 General**

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

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

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

**ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement**

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

**3.02 Time for Completion**

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

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

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

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

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

## ARTICLE 4 - INVOICES AND PAYMENTS

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### 4.01 Invoices

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

### 4.02 Payments

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

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

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

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

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

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

## ARTICLE 5 - OPINIONS OF COST

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### 5.01 Opinions of Probable Construction Cost

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

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

### 5.02 Not Used

### 5.03 Opinions of Total Project Costs

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

## ARTICLE 6 - GENERAL CONSIDERATIONS

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### 6.01 Standards of Performance

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

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

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

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

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

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

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

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

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

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

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

#### 6.02 Design without Construction Phase Services

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

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

#### 6.03 Use of Documents

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

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

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

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

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

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

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

#### 6.04 Insurance

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

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

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

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

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

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

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

#### 6.05 Suspension and Termination

A. Suspension.

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

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

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

1. For cause,

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

b. By Engineer:

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

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

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

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

2. For convenience,

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

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

D. *Payments Upon Termination.*

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

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

## 6.06 Controlling Law

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

## 6.07 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

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

## 6.08 Dispute Resolution

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

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

## 6.09 Environmental Condition of Site

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

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

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

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

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

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

## 6.10 Indemnification and Mutual Waiver

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

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

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

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

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

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

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

### 6.11 Miscellaneous Provisions

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

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

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

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

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

## ARTICLE 7 - DEFINITIONS

### 7.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits Included

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

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

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

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

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

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

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

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

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

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

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

### 8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

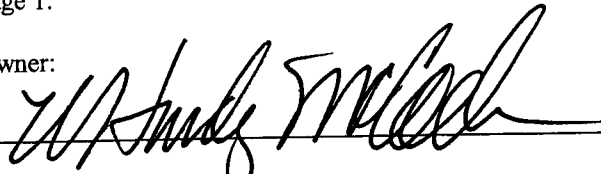
### 8.03 Designated Representatives

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



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

Owner:

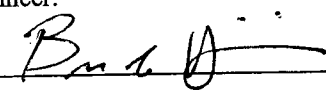


By: W. Hardy McCollum

Title: Chairman - Tuscaloosa County Commission

Date Signed: 4-20-12

Engineer:



By: Bruce L. Higginbotham

Title: Vice President

Date Signed: 4/12/12

Engineer License or Certificate No. 23649

State of: Alabama

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

Engineer's Services

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

**PART 1 – BASIC SERVICES**

A1.01 Engineer shall:

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

## PART 2 -- ADDITIONAL SERVICES

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

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

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

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.01, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

21. Preparation for and attendance at public meetings and or public hearings.

22. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

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

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

Owner's Responsibilities

---

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

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

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

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

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

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

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

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

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

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

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

I. Provide, as required for the Project:

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

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

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

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

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

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

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

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

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

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

Payments to Engineer for Services and Reimbursable Expenses

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

**ARTICLE 2--Owner's Responsibilities**

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

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

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

Design Services:	\$65,000.00
Survey Services:	\$7500.00
Property Plats:	\$2500.00
Geotechnical Services:	<u>\$23,750.00</u>

**Total Design Fee: \$98,750.00**

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

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

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]



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

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

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

B. Compensation For Reimbursable Expenses

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

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

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

C. Other Provisions Concerning Payment For Additional Services

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

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

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

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

Insurance

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

G6.05 Insurance

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

1. By Engineer:

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

[or]

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

\$

BID SHEET

CEDAR COVE FUEL MANAGEMENT SYSTEM

Base Bid for Installation of Fuel Management and Disposal System \$ 138,885<sup>00</sup>

Delivery date: 15 Days After Award or As Soon As Manufacturer Can Deliver Tank. Work will Begin within 15 Days

Name of Company: MTW Equipment Co. Inc.

Mailing Address: 11627 South Memorial Parkway, Huntsville  
Alabama, 35803

Telephone: 256-880-7188 Fax-256-880-7395

Name: Douglas Maze Douglas Inc

Title: V.P.

Date: 04-17-12

Sworn to and subscribed before me this  
17<sup>th</sup> day of April 2012

Christy Baudre  
exp. 9/30/13

STATE OF ALABAMA )

TUSCALOOSA COUNTY )

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

**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_**

M & W EQUIPMENT COMPANY, INC., as Principal;

and THE GUARANTEE COMPANY OF NORTH AMERICA USA, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of FIVE PERCENT OF THE AMOUNT BID NOT TO EXCEED TEN THOUSAND DOLLARS (5% NTE \$10,000.00) Dollars (\$ 5% NTE \$10,000.00) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

FUEL MANAGEMENT AND DISPENSING SYSTEM AT CEDAR COVE ROAD CAMP

**NOW, THEREFORE,**

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

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

**IN WITNESS WHEREOF,** the above-bonded parties have executed this instrument under their several seals, this the 18TH day of APRIL, 2012, the name and corporate representative, pursuant to authority of its governing body.

Witness:

*Dorita Maze*

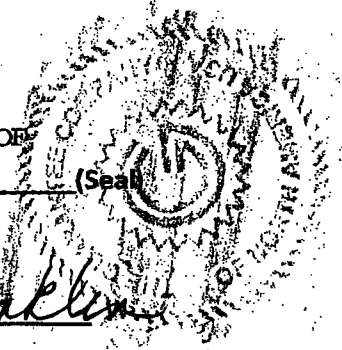
Principal:

M & W EQUIPMENT COMPANY, INC(Seal)

By: *Dorita N. Maze*

Title: DORITA N. MAZE, PRESIDENT

Surety:  
THE GUARANTEE COMPANY OF  
NORTH AMERICA USA



By: *Lee Ann Franklin*

Title: LEE ANN FRANKLIN, ATTORNEY-IN-FACT

ATTEST:

*Tommy Tidwell*

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

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



# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Lee Ann Franklin, Tammy Tidwell, Tim Tidwell*  
*Tatum Bonding & Insurance*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

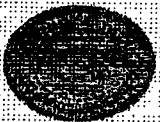
Stephen C. Ruschak, Vice President

*Randall Musselman*

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18<sup>th</sup> day of April 2012

*Randall Musselman*

Randall Musselman, Secretary

**BID SHEET**

**'CEDAR COVE FUEL MANAGEMENT SYSTEM**

Base Bid for Installation of Fuel Management and Disposal System \$ 152,028.00

Delivery date: 4-17-12

Name of Company: Estes Equipment Co., Inc

Mailing Address: 1258 Old Highway 11, Birmingham, AL 35235

Telephone: (205) 655-2111

Name: Kevin P May

Title: Assistant Project Manager

Date: 4-17-12

---

April 17, 2012

Tuscaloosa County Commission  
P.O. Box 20113  
Tuscaloosa, AL 35402-0113

We are pleased to offer the Fuel Management and Dispensing System for the Cedar Cove Road Comp.

**System includes:**

- (1) One 12,000 gallon Double Wall split compartment 8,000/4,000 UST
- (1) One Veeder Root TLS350 system
  - CSLA
  - Inventory & Leak Detection Probe
  - Interstitial Sensors
  - Float Kits
  - Cap Kits
- (1) One 24' x 24' two column canopy
  - 42" smooth fascia
  - 4 lights
- (2) Two Wayne Suction Dispensers
  - 2 hoses each
  - Capable of 22 gpm
  - Pulsers (necessary for card reader)
- (1) One Fueling Island
  - One Air Line
  - One Water Line

**Total.....\$ 152,028.00**  
**No Tax Included**



**Note:**

Bid includes all concrete, pipe, materials, and labor to complete project per plans and specifications.

**Important Notes:**

All spoils to be hauled on site.

Quote assumes adequate electrical panel space in existing panel including breakers.

Sincerely,

Kevin May

STATE OF ALABAMA )

TUSCALOOSA COUNTY )

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_

Estes Equipment Company, Inc., as Principal;

and State Automobile Mutual Insurance Company, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of 5% of the attached bid amount, not to exceed \$10,000.00\*\*\*\*\* Dollars

( \$ \*\*\*\*\* ) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Installation of Automated Fuel Management and Dispensing System at Cedar Cove Road Camp

**NOW, THEREFORE,**

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

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

~~IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several~~  
seals, this the 18th day of April, 20 12, the name and corporate representative, pursuant to authority of its governing body.

**Witness:**  
Anna Owen

**Principal:**  
Estes Equipment Company, Inc. (Seal)

**By:** R. B.

**Title:** Project Mgr.

**Surety:**  
State Automobile Mutual Insurance (Seal)  
Company

**By:** [Signature]

**Title:** B. Doyle Campbell, Attorney-in-fact  
& Alabama Resident Agent

**ATTEST:**  
Catalin Avens

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

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

042152

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY  
COLUMBUS, OHIO

# CERTIFIED COPY

**THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER**  
**POWER OF ATTORNEY**

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint ..... B. Doyle Campbell .....

of Mobile and State of Alabama  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **One Million (\$1,000,000.00) Dollars in amount**.....

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of June, 2010



STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: *Paul E. Nordman*  
Paul E. Nordman, Ass't. Vice President

By: *William D. Hansen*  
William D. Hansen, Ass't. Vice President

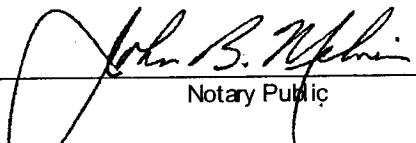
STATE OF OHIO }  
COUNTY OF FRANKLIN, } ss:

On this 23rd day of June, A.D., 2010, before me personally came

Paul E. Nordman and William D. Hansen, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.


  
\_\_\_\_\_  
Notary Public

John B. Melvin, Attorney-at-Law  
Notary Public-State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

#### CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 18th day of April 2012.

  
\_\_\_\_\_  
Assistant Secretary  
John A. Couger



BID SHEET

CEDAR COVE FUEL MANAGEMENT SYSTEM

Base Bid for Installation of Fuel Management and Disposal System \$ 158,245<sup>00</sup>

Delivery date: April 17<sup>th</sup> 2012

Name of Company: Superior Petroleum Services, Inc.

Mailing Address: 201 Shell Rd., Saraland, AL 36571

Telephone: 251-472-6541

Name: Stuart Brantley

Title: Construction Manager

Date: April 16<sup>th</sup> 2012



**SUPERIOR PETROLEUM SERVICES, INC.**

Petroleum Equipment Sales, Service & Installation  
Complete C-Store & Carwash Construction  
Canopy Construction & Imaging

April 16, 2012  
Monday

To Whom It May Concern:

Enclosed please find total bid price. Please note the bid bond forms are to follow.  
Thank you for your kind attention to this matter.

Sincerely,

Stuart Brantley  
Construction Manager  
Superior Petroleum Services, Inc.  
251.472.6541  
[sbrantley@spsservice.com](mailto:sbrantley@spsservice.com)

BID SHEET

CEDAR COVE FUEL MANAGEMENT SYSTEM

Base Bid for Installation of Fuel Management and Disposal System, \$ 147,997.<sup>00</sup>/<sub>100</sub>  
one hundred forty seven, <sup>thousand</sup> nine hundred ninety seven and ~~00~~ <sup>100</sup> dollars

Delivery date: 45 days from contract award date  
or sooner

Name of Company: MECO, Inc.

Mailing Address: P.O. Box 9387  
Montgomery, AL 36108

Telephone: (334) 263-5502

Name: John C. Beck

Title: President

Date: 4-16-2012



STATE OF ALABAMA )

TUSCALOOSA COUNTY )

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ MECO, Inc. \_\_\_\_\_, as Principal;

and American Safety Casualty Insurance Company \_\_\_\_\_, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Five percent of Amount Bid \*\*\*\*\*Dollars

( \$ 5% of Amount Bid \*\*\*) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Purchase and Installation of a Fuel Management and Dispensing System for the Cedar Cove Road Camp

**NOW, THEREFORE,**

(a) If said Bid shall be rejected, or in the alternate,

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

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

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 18th day of April, 2012, the name and corporate representative, pursuant to authority of its governing body.

Bond No. OKC615354  
-Cont.

Witness:

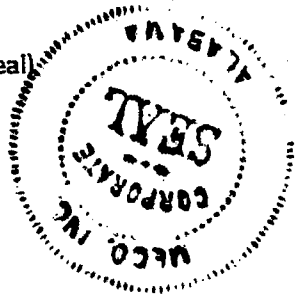
Sonny Hancock

Principal:

MECO, Inc. (Seal)

By: [Signature]

Title: VP



Surety:

American Safety Casualty Insurance Company (Seal)

By: A.M. DiGeronimo

A.M. DiGeronimo

Title: Attorney-in-Fact

ATTEST:

[Signature]  
Colin Tomy

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

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



NUMBER  
OKC615354

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

A.M. Digeronimo, Michael R. Digeronimo, Colin Tomy of Atlanta, GA

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

**ALL OBLIGEEES**

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

**\*\*\* THREE MILLION\*\*\* (\$3,000,000.00) DOLLARS\*\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6<sup>th</sup> day of August, 2009.

**RESOLVED**, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

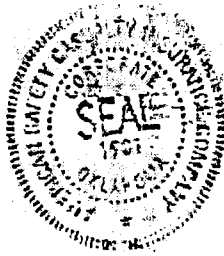
**RESOLVED FURTHER**, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

**RESOLVED FURTHER**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

**IN WITNESS WHEREOF**, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6<sup>th</sup> day of August, 2009

Attest:

Ambuj Jain



Joseph D. Scolo, Jr.

STATE OF GEORGIA )  
COUNTY OF COBB )

On this 6<sup>th</sup> day of August, 2009, before me personally came Joseph D. Scolo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY  
Notary Public, Hall Co., GA  
My Commission Expires Aug. 13, 2012

Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 18<sup>th</sup> day of August, 2012



Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS  
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

BID SHEET

CEDAR COVE FUEL MANAGEMENT SYSTEM

Base Bid for Installation of Fuel Management and Disposal System \$ 164,785.00

Delivery date: 60 Days

Name of Company: Cobb Environmental & Technical Services, Inc.

Mailing Address: P.O. Box 1602, Tupelo, MS 38802

Telephone: 662-841-0995

Name: Brian Cobb



Title: President

Date: 4-16-12

STATE OF ALABAMA )

TUSCALOOSA COUNTY )

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_

Cobb Environmental & Technical Services, Inc., as Principal;

and Merchants Bonding Company (Mutual), as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Five Percent of Bid Amount Dollars

( \$ 5% ) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Fuel Management and Dispensing System at Cedar Cove Road Camp  
Cottondale, AL 35453

**NOW, THEREFORE,**

(a) If said Bid shall be rejected, or in the alternate,

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

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

**IN WITNESS WHEREOF**, the above-bonded parties have executed this instrument under their several seals, this the 18th day of April, 20 12, the name and corporate representative, pursuant to authority of its governing body.

**Witness:**

Mary G. Davis

**Principal:**

Cobb Environmental & Technical  
Services, Inc. (Seal)

By: Ben Cobb

Title: President



**Surety:**

Merchants Bonding Company (Seal)  
(Mutual)

By: Angie M. Strickland  
Angie M. Strickland

Title: Attorney in Fact

**ATTEST:**

see attached power of attorney

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

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

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Charles F. Porter, William L. Painter, Angie M. Strickland,  
John A. Chalk, Jr., Amanda Charfauros

of Jackson and State of Mississippi its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FOUR MILLION (\$4,000,000.00) DOLLARS**

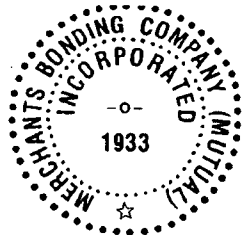
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of April, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 16th day of April, 2010, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18th day of April, 2012.



*William Warner Jr.*  
Secretary

**SAFE ROOM  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	8 ft X 10 ft Exterior Above Ground Safe Room	6	EA	15,552.80	93,316.80
<b>Total Bid</b>					<b>\$ 93,316.80</b>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informality involved in the bidding process.

Company Name: Safe Porch Shelters  
Mailing Address: 376 Commerce Ave  
Carrollton, AL 35447  
Telephone: 205-463-6761  
Name: Greg Britt  
Title: Manager  
Date: 17 April, 2012





**7879 W. Dunnellon Road Dunnellon, FL 34433 / 352-212-6039**

To: Mr.

The following is a brief description of the Tornado Safe Rooms we propose to meet your described bid request along with unit dimensional drawings.

The unit we propose is engineered to meet the FEMA 320 & 361 guidelines for Tornado Safe Rooms. Our unit will yield you 95.53 Square Feet of floor space. The walls & roof are 6" thick using a eight bags of Portland cement to each yard of concrete which will yield in excess 5000psi structural strength. The structure is reinforced vertical and horizontally with engineered prescribed size, number and placement of steel reinforcing material.

Access to the unit will be through a FEMA approved steel door with a Safety Lock which will allow the unit to be locked and secured if necessary, but still operational for egress from the inside. Door can be located on any wall. There is fixed seating available that would double occupancy.

Ventilation is supplied through a unique side mounted steel frame with stainless steel perforated metal to block small flying debris & insects. The vents are located in an off-set manner to allow air movement inside the shelter which will minimize moisture and mildew build up. Upon request one or more of the vents can be equipped with a ½" thick XL10 Lexan which will allow some natural light and visual aid to the outside.

All steel parts are powder coated with a light gray color and assembled using stainless steel hardware. The external mounting bolts for door and vents are galvanized zinc.

The unit is anchored to an engineered slab using eight (8) 4X4X8 inch stainless steel angle and bolts. These will be installed post unit positioning.

Because of the height we used a tapered roof design to decrease the wind loading effects.

The Slab should be 6" thick on-grade with #3 bars at 16"OC each way with 18" wide continuous turndown edge. Reinforce the turn down with 4-#4 continuous & #3 at 24" transverse. (Customer to Build)

Our proposed units will be manufactured in Florida under controlled environmental conditions to assure quality control and delivered by truck to designated locations. Installation will be completed by and supervised by a local licensed General Contractor.

We also have smaller above ground units designed to accommodate 4 - 5 adults. These units are self-contained one piece units (no slab required) that can be easily relocated and are also designed to withstand EF5 winds.

Respectfully submitted,

John F. Bunts, Sr. Manager

**SAFE ROOM  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	8 ft X 10 ft Exterior Above Ground Safe Room	6	EA	4,835 <sup>00</sup>	29,010.00
<b>Total Bid</b>					29,010.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informality involved in the bidding process.

Company Name: Safe Sheds Inc

Mailing Address: 1003 S. Maple, SALEM, OR

Telephone: 1-888-556-1531

Name: Rex Barbee

Title: Plant Manager

Date: 4-17-12



**THE FIRST NATIONAL BANK**

KINMUNDY, ILL.

129130

An indemnity bond will be required before this check will be replaced or refunded in the event it is lost, destroyed, misplaced or stolen.

REMITTER

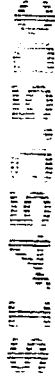
Safe Sheds

DATE April 17, 2012

70-86812  
2030

PAY TO THE ORDER OF Tuscaloosa County Commission

\$ 1450.50



THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

TWO SIGNATURES REQUIRED IF OVER \$10,000

**CASHIER'S CHECK**

*Mary Abbott*

⑈ 129130⑈ ⑆081208685⑆

2030⑈

MP

DOLLARS  Check's amount shown in Dollars on back.

SECURESTAR

**SAFE SHEDS, INC**

1003 S. Maple Ave., Salem, IL 62881

Phone – 1-888-556-1531

Email -[support@safesheds.com](mailto:support@safesheds.com)

**PRICE QUOTE:**

**UNIT:**

8FT X 10FT SAFE SHED.....\$4,200.00/per unit\*

**ANCHORS:**

Prefab Anchors (set of four and installation).....\$75.00/per unit

**DELIVERY:**

Delivery fees are based on \$1.50 per loaded mile @ 500 miles (Tuscaloosa AL).....\$560.00/per unit, either unit

**NOTES:**

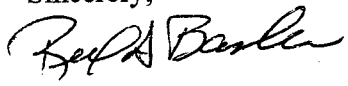
\*Set-up fees are included in the base price of the unit.

**Specs:**

The 8ft x 10ft unit will meet or exceed FEMA Publication 320 for a safe room. Safe Sheds, Inc. is a producer member of the NATIONAL STORM SHELTER ASSOCIATION. Units are handicapped accessible. The 8ft x 10ft unit will accommodate up to 14 non-related persons, meeting FEMA Publication 320, based on 5 square feet per person.

SPECIFICATIONS FOR THE 8FT X 10FT SAFE SHED: **OUTSIDE DEMENSIONS:** 8FT WIDE X 10FT LONG X 8FT 4 INCHES AT PEAK. **BASE:** 6 INCHES THICK CONCRETE WITH 1/2 INCH AND 3/4 INCH REBAR. **WALLS AND ROOF:** 4 INCHES THICK CONCRETE WITH 1/2 INCH REBAR 12 INCHES ON THE CENTER IN BOTH DIRECTIONS. **ROOF SUPPORT BEAM:** 6 INCHES X 12 INCHES X 10 FOOT WITH 3/4 INCH REBAR. **ALL REBAR GRADE 60. WALLS, ROOF AND ROOF SUPPORT BEAM OF MONOLITHIC CONSTRUCTION (NO SEAMS OR JOINTS, ALL REBAR CONTINUOUS THROUGH ALL CORNERS. CONCRETE:** MINIMUM 5000 PSI, COMPRESSIVE STRENGTH. **DOOR:** 2 INCHES X 36 INCHES X 74 INCHES OF 3/16 INCH HORIZONTAL STIFFNERS. **HINGES:** 3 COMMERCIAL GRADE HINGES WITH 3 LATCHES OPPOSITE HINGES. **ROOF SURFACE:** PAINTED COBBLESTONE GRAY. **EXTERIOR:** PORTLAND CEMENT STUCCO, PAINTED CUSTOMERS CHOICE OF 72 COLORS OR CUSTOM CHOICE. **INTERIOR:** PAINTED WHITE WALLS AND COBBLESTONE GRAY FLOOR. **VENTILATION:** CONSISTS OF 4 PRESSURE RELIEF OPENINGS 5 INCH DIAMETER. LOCATED 2 EACH END, EACH SIDE OF ROOF SUPPORT BEAM WITH 3/16 INCH STEEL HOODS ON THE EXTERIOR TO PREVENT DEBRI ENTRY. **WEIGHT:** UNITS ARE APPROXIMATELY 24,000 POUNDS.

Sincerely,



Rex A. Barbee  
Plant Manager



Enc

**SAFE ROOM  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	8 ft X 10 ft Exterior Above Ground Safe Room	6	EA	\$16,979	\$101,874.00
<b>Total Bid</b>					<u>\$101,874.00</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informality involved in the bidding process.

Company Name: Aqua Marine Enterprises, Inc.

Mailing Address: 3275 Highway 55 West, Danville, AL 35619


Telephone: 256-462-3648

Name:   
Robert M. Mitchell

Title: President

Date: 4/18/12

**OFFICIAL CHECK**

BANK  INDEPENDENT

P.O. Box 5000    Sheffield, Alabama 35660    (256) 386-3000

1427109 <sup>5-709</sup>  
110

APR 17, 2012

PAY TO THE ORDER OF    Tuscaloosa County Commission    \$ 5,100.00

Five Thousand One Hundred and 00/100 \*\*\*\*\* DOLLARS

REMITTER: Bid Bond

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480

DRAWEE: THE BANK OF NEW YORK MELLON, EVERETT, MA

Drawer: BANK INDEPENDENT  
*Natasha Merrick*  
AUTHORIZED SIGNATURE

⑈ 1427109 ⑈ ⑆ 1007092 ⑆ 0160011935193 ⑈

STATE OF ALABAMA

BID LIMIT: D  
AMOUNT: 1 000,000.00



LICENSE NO.: 47444  
TYPE: NEW

# State Licensing Board for General Contractors

## THIS IS TO CERTIFY THAT

AQUA MARINE ENTERPRISES INC

DANVILLE, AL 35619

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: PRE-FAB BUILDINGS

until **December 31, 2012** when this Certificate expires.

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

12th day of January, 2012  
SECRETARY-TREASURER

77502

CHAIRMAN

*Kca*

*W. J. ...*



Client#: 124215

38AQUAMARINE1

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

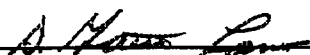
<b>PRODUCER</b> J Smith Lanier & Co-Huntsville P. O. Box 6087 Huntsville, AL 35813-0087 256 890-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 256 890-9000      FAX (A/C, No): 256 890-9070 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Pennsylvania National Mutual Ca      14990 INSURER B: Alabama Home Builders INSURER C: Safety National Casualty Corp. INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Aqua Marine Enterprises, Inc. 3275 Highway 55 West Danville, AL 35619		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CL90643095	10/02/2011	10/02/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY		AU90643095	10/02/2011	10/02/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	UL90643095	10/02/2011	10/02/2012	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		27978	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	SP4045178	01/01/2012	01/01/2013	E.L. EACH ACCIDENT	\$1,000,000
C						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Coverage for Workers Compensation is limited to the provisions of the Alabama Workers Compensation Law.

<b>CERTIFICATE HOLDER</b> Tuscaloosa County Commission 714 Greensboro Ave Tuscaloosa, AL 35402	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# STATE OF ALABAMA

CONTROL NO.

LICENSE NO.

**090810**  
ACCOUNT NO.  
6729 2012

County

90810

I CERTIFY THAT ALL INFORMATION CONTAINED HEREON IS TRUE AND CORRECT. (40-1-5)

MORGAN

17: Z TAGGN

LICENSE YEAR
<b>2011-2012</b>

AQUA MARINE ENTERPRISES INC  
MITCHELL ROBERT M  
3275 HWY 55 WEST  
DANVILLE AL 35619

DATE ISSUED		
10	31	11
MO.	DAY	YR.

BUSINESS LOCATION:

AQUA MARINE ENTERPRISES INC  
3275 HWY 55 WEST  
DANVILLE AL 35619

10 1 2011

**EXPIRES  
SEPTEMBER 30, 2011**

LICENSE TYPE	
STORE LICENSE	<input type="checkbox"/>
CHAIN STORE LICENSE	<input type="checkbox"/>
OCCUPATIONAL LICENSE	<input checked="" type="checkbox"/>

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
084	CONSTRUCTION CO.-OVER \$200K	375.00	1.00				376.00

**TRANSFER OF LICENSE**

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Issuing Authority

*Thomas L. White*  
State Comptroller  
*Julie P. Magee*  
Revenue Commissioner  
SUE BAKER ROAN  
Issuing Authority

TOTAL	376.00
MAIL FEE	
TOTAL WITH MAIL FEE	376.00

# Aqua Marine Enterprises, Inc.

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## COMPANY PROFILE

Aqua Marine Enterprises, Inc. (AME), a small business, woman-owned, "S" corporation located in Danville, Alabama, is a Research, Product Development, and Marketing Company. We began manufacturing underground storm shelters in 1995 and have continued to improve upon and add new types of shelters to our product line. The goal of this Company is to provide the very best quality and safest shelters possible. Our products include our *Safe-T-Shelter*® underground storm shelters, residential safe rooms and our large group community shelters:

1. ***Safe-T-Shelter*® Underground Storm Shelter**

After 4 years of producing fiberglass shelters, we introduced our *patented*, high density polyethylene, rotationally molded shelter in 1999. This shelter was designed and engineered for mass production of superior quality, durability and strength to serve families and small groups with a product specially designed for safety.

2. ***Safe-T-Room*™ In-House Safe Room**

*Safe-T-Room*™ was developed to fill a new market demand by the general public for a handicap accessible, in-house safe room for protection not only against severe weather, but also against intruder threat and for protection of valuables. These units are a prefabricated 1/4" steel shelter designed to be installed on the home's concrete slab foundation during initial construction or in a garage, carport, or workshop in existing homes. Standard sizes are 4'x8', 4'x6' and 4'x5'.

3. ***Safe-T-Shelter*® Community Safe Room**

We began production and installation of Community Shelters in 2005 to meet the needs of large numbers of people and Emergency Response teams for severe weather protection. These shelters are prefabricated of 1/4" steel plate and come in sizes customized for the needs of the purchaser. Our most popular sizes are:

- a. 32'Lx10'Wx8'H (64 People)
- b. 40'Lx10'Wx8'H (80 People)
- c. 48'Lx10'Wx8'H (96 People)
- d. 48'Lx10'Wx8'H (multiple units with interconnecting passageways, up to 500 people)

Aqua Marine Enterprises, Inc. also has an 8'Wx8'Hx16'-24'L series (25-38 People) shelter in response to requests for a medium-sized shelter. These shelters serve businesses, small mobile home parks or family groups living in the same neighborhood. The advantage of this shelter is that it is usually more cost effective than if individual shelters are purchased. A single larger shelter will allow family members and friends to congregate and socialize during inclement weather, and it can be made more comfortable for extended periods. This is especially efficient for commercial operations, as employees can remain on-site during short periods of severe weather rather than being dismissed and closing down operations.

## CERTIFICATIONS

All *Safe-T-Shelters*® storm shelters and safe rooms have been engineered and manufactured to meet or exceed Federal Emergency Management Agency (FEMA) guidelines and are, therefore, eligible to participate in any FEMA, HUD, or Homeland Security Grant programs.

SAFE ROOM  
PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	8'-4" x 6'-4" Exterior Above Ground SAFE Room	12 - two at Each Location	EA	\$7,499 <sup>92</sup> / <sub>100</sub>	\$89,999 <sup>04</sup> / <sub>100</sub>
<b>Total Bid</b>					\$89,999 <sup>04</sup> / <sub>100</sub>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informality involved in the bidding process.

Company Name: South East Concrete llc

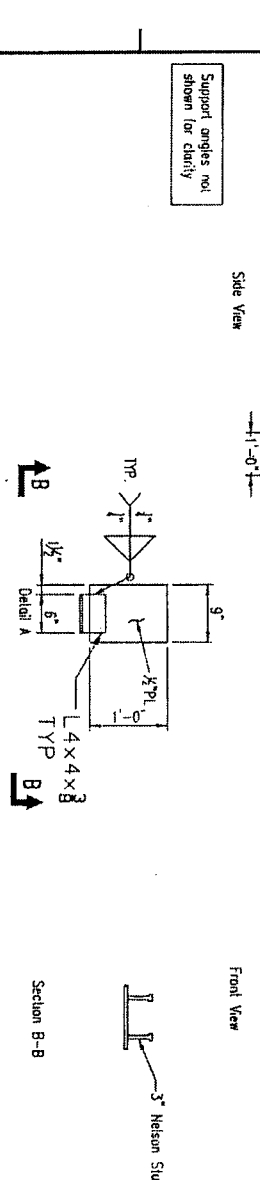
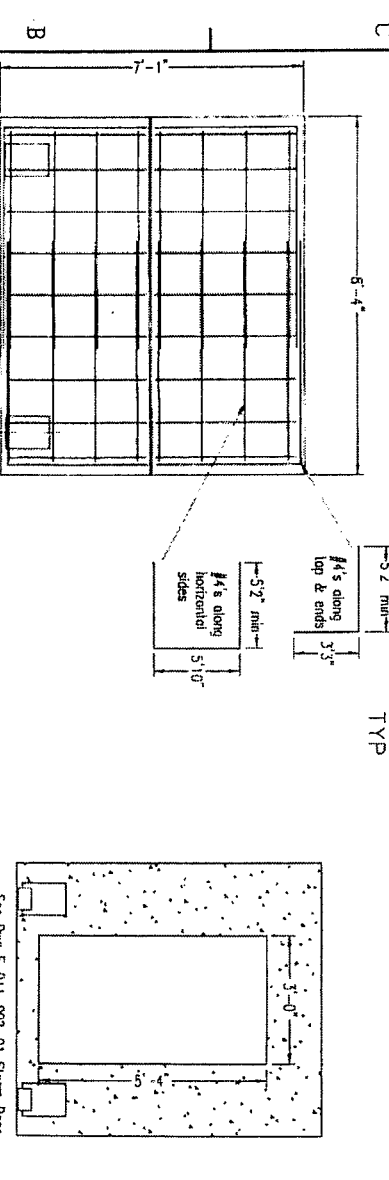
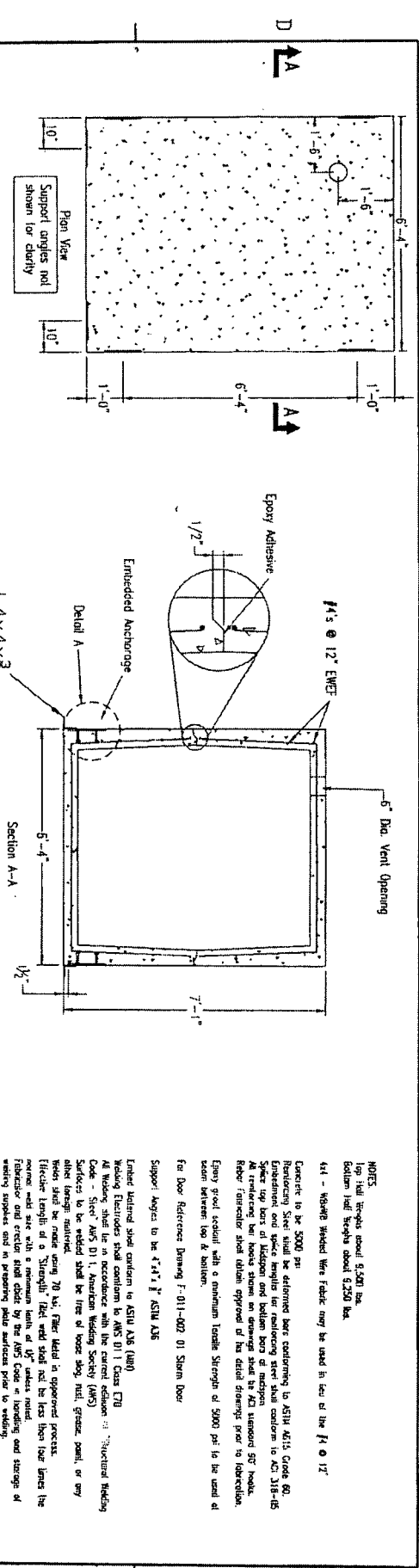
Mailing Address: 4213 Mountain Top Rd, Birmingham AL 35242

Telephone: 205-995-9888 / 205-202-9066

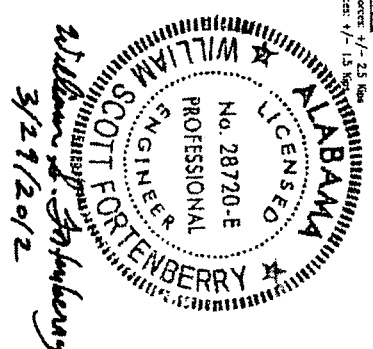
Name: Austin Johnson

Title: MEMBER

Date: 4/12/12



REVISION 4	DATE 03/29/2012	APPROVED Modified Notes Added support angles	BY BSD	CHECKER WSF
REVISION 3	DATE 03/09/2012	APPROVED Added Impotence factor, Modified Reactions, Modified Design Notes, Added front Weld Plates	BY BSD	CHECKER WSF
REVISION 2	DATE 11/17/2011	APPROVED Added Door Reference drawing & FEMA 320 reference	BY BSD	CHECKER WSF
<p style="text-align: center;"><b>William S. Fortenberry, P.E.</b></p> <p style="text-align: center;">4213 Mountain Top Road Birmingham, AL 35242 B PERSON TORNADO STORM SHELTER PLAN For Austin Johnson Southeast Concrete, LLC</p>				



**Notes:**

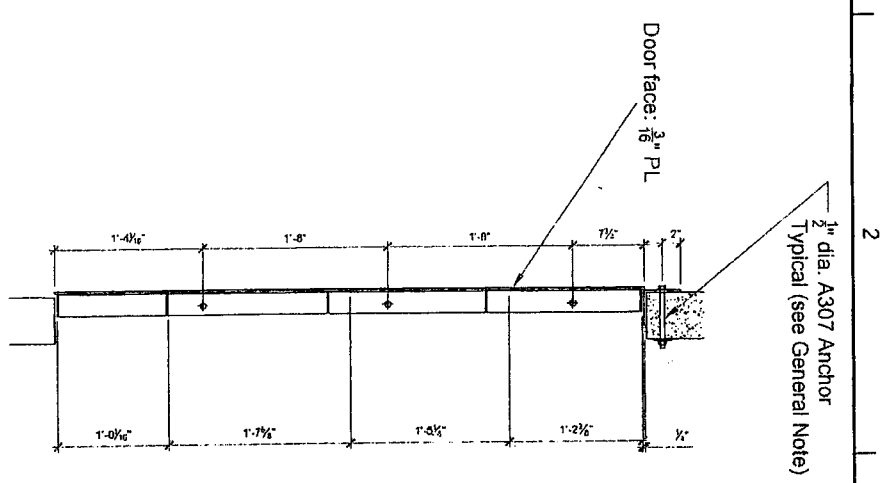
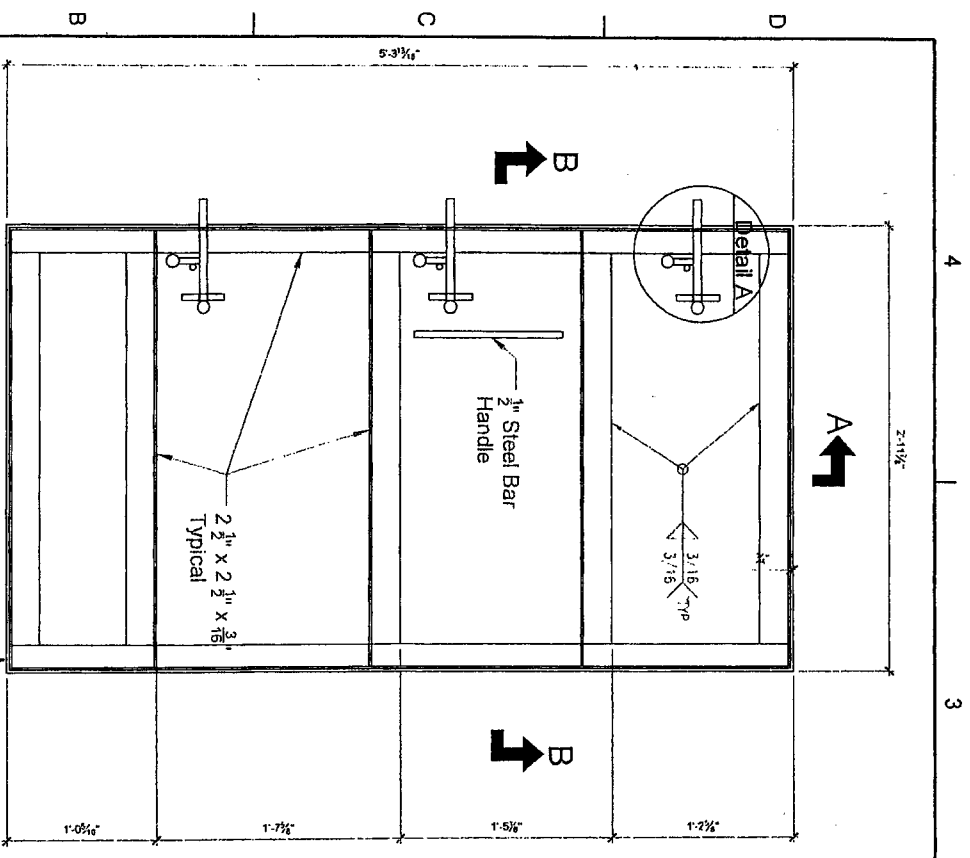
- Top Wall Height about 9.500 ft.
- Bottom Wall Height about 9.250 ft.
- #4 - Heavy Welded Wire Fabric may be used in lieu of the #4 @ 12"
- Concrete to be 3000 psi.
- Reinforcing Steel shall be determined here conforming to ASTM A615 Grade 60.
- Embedment and space heights for reinforcing steel shall conform to ACI 318-05.
- Specify top bars at midpoint and bottom bars at midpoint.
- All reinforcing bar hooks shown on drawings shall be A63 standard 90° hooks.
- Rebar fabricator shall obtain approval of the detail drawings prior to fabrication.
- Epoxy resin used shall have a minimum tensile strength of 3000 psi to be used at least between top & bottom.
- See Dwg. Reference Drawing F-011-002-01 Storm Door.
- Support Angles to be #4 x 1/2" ASTM A36.
- Linked National steel conform to ASTM A36 (A36).
- Welding Electrodes shall conform to AWS D11.1 Class E70.
- All members shall be in accordance with the current edition of "Structural Building Code" (SBC) of International Building Society (IBS).
- Surfaces to be welded shall be free of rust, scale, mill grease, paint, or any other foreign material.
- Welds shall be made using 70 ksi filler metal in approved process.
- Thickness of a "Single" flat end shall not be less than four times the nominal wall size with a minimum limit of 1/2" unless noted.
- Fabricator and erector shall abide by the AWS Code of handling and storage of welding supplies and in preserving field surfaces prior to welding.

**Design Documents:**

- ASCE 7-10 & 13A 320, 344 Edition/Amend 2008
- Wind design criteria to be ASCE 7-10 Standard for the "Design and Construction of Storm Shelters."
- Wind Velocity 70 mph
- Importance factor, I=1.0
- Exposure Category C
- Partially Finished Backing Characterization
- K1 = 1
- K2 = 0.85
- Roofing: Shingles = Yes
- Roofing: Gypsum or a horizontally bracing I-5-B 2x4 wood board member
- Roofing: Insulation = 100 mm

**Roofing at Anchor Points:**

- Roofing reaction forces: +/- 2.5 kips
- Roofing reaction forces: +/- 1.5 kips
- Roofing reaction forces: +/- 1.5 kips



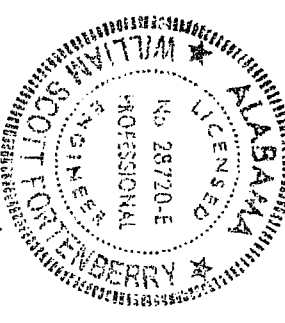
**Section A-A**

GENERAL NOTES:  
 1. ALL WELDING SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF STRUCTURAL WELDING CODE-STEEL, AND A.I.T.I., AMERICAN WELDING SOCIETY (AWS).  
 2. SURFACES TO BE WELDED SHALL BE FREE OF LOOSE SCALE, RUST, GREASE, PAINT, OR ANY OTHER FOREIGN MATERIAL.  
 3. WELDS SHALL BE MADE USING TO BE FILLER METAL BY AN APPROVED PROCESS.  
 4. FABRICATOR AND ERECTOR SHALL NOTIFY THE A.S.C. CODE IN WRITING AND SIGNATURE OF WELDING SURVEILLOR AND IN WRITING FILED SURVEILLOR'S REPORT TO VENDOR.  
 5. WELDING EQUIPMENT, AND B.I.T. CHECK.

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 5. WELDING EQUIPMENT, AND B.I.T. CHECK.



*William S. Fortenberry*  
 2/22/2012

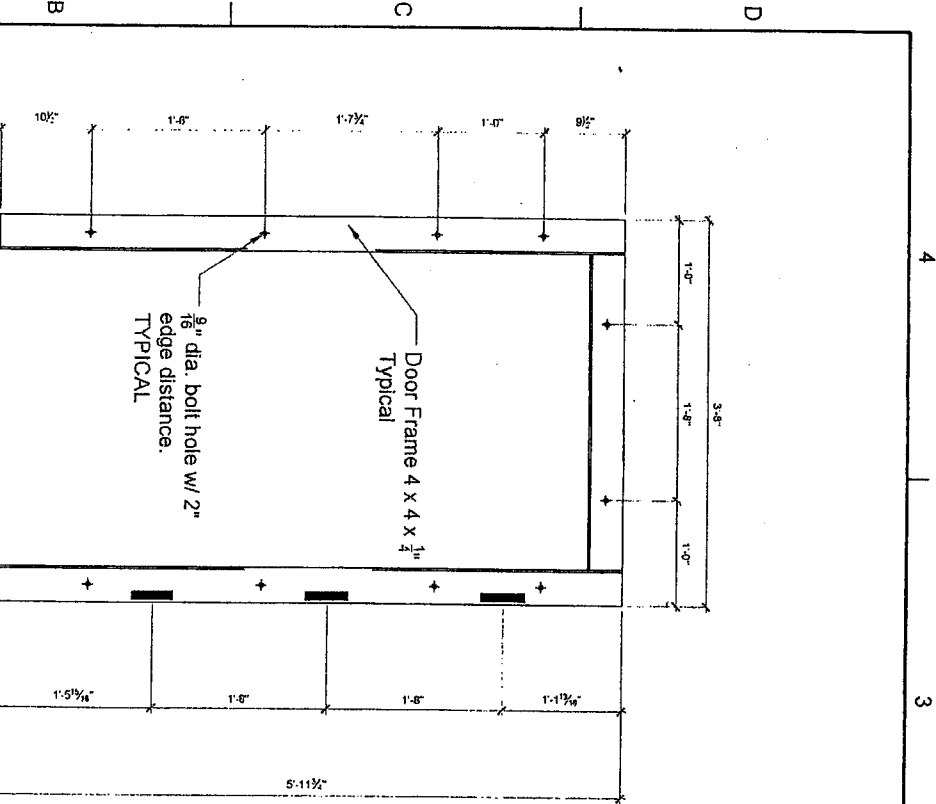
REVISION	DATE	REVISION	DATE	REVISION	DATE
3	02/22/12	2	11/18/11	1	11/11/11

Modified General Notes  
 Modified printing note  
 Modified FEMA Reference to include date  
 Rotated Bottom Angle 180°

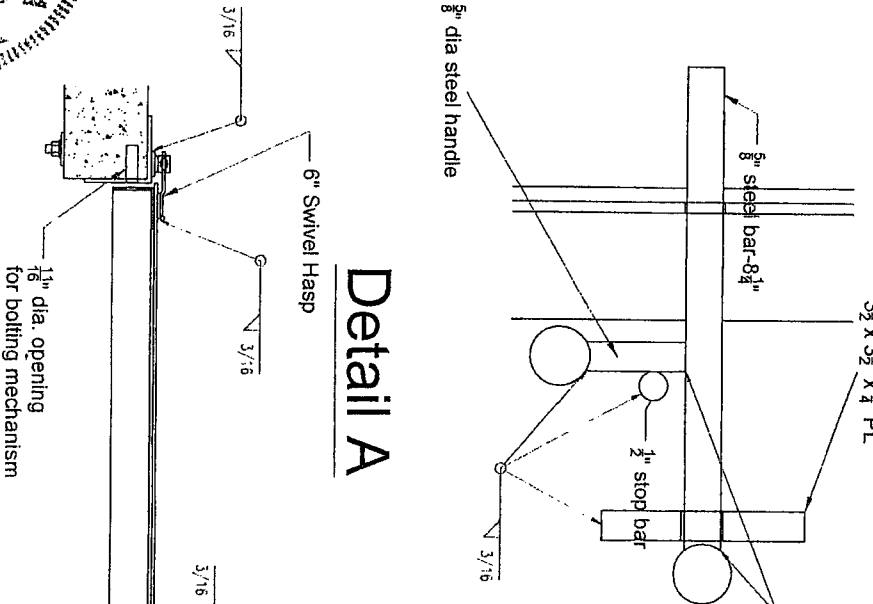
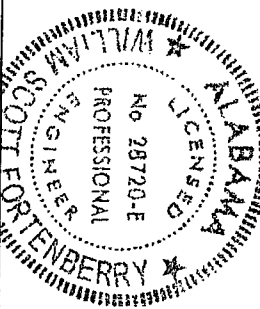
BY	CHECKER	BY	CHECKER	BY	CHECKER
WSF	WSF	WSF	WSF	WSF	WSF

William S. Fortenberry, P.E.		4211 Mountain Top Road	
Birmingham, AL		Storm Shelter Door and General Notes	
For Austin Johnson Southeast Concrete, LLC		F-011-002-01	
SCALE	PROJ. NO.	SHEET	NO.
N/S	011-002	1	0

ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012  
 INTERNATIONAL BUILDING CODE (IBC) AND THE 2012  
 INTERNATIONAL RESIDENTIAL CODE (IRC) UNLESS  
 OTHERWISE SPECIFIED. THE CONTRACTOR SHALL BE  
 RESPONSIBLE FOR OBTAINING ALL NECESSARY  
 PERMITS AND INSURANCE POLICIES. THE  
 CONTRACTOR SHALL BE RESPONSIBLE FOR  
 OBTAINING ALL NECESSARY PERMITS AND  
 INSURANCE POLICIES. THE CONTRACTOR SHALL  
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 POLICIES.

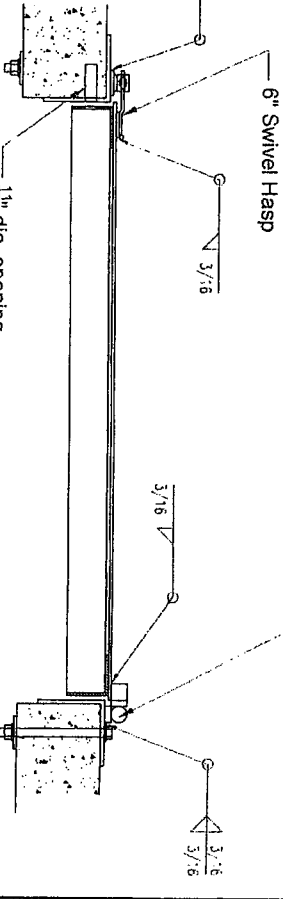


# Door Frame



## Detail A

## Section B-B



REVISION	DATE	DESCRIPTION
3	02/22/12	Added Design Data Notes
2	02/22/12	Modified painting note
1	11/11/11	Modified FEMA Reference to include date Rotated Bottom Angle 180°

William S. Fortenberry, P.E.  
 2/22/2012

William S. Fortenberry, P.E.  
 4211 Mountain Top Road  
 Birmingham, AL  
 Storm Shelter Door and General Notes  
 For Austin Johnson Southeast Concrete, LLC

BY	CHECKER	DATE	DESCRIPTION
WSF	WSF		
WSF	WSF		
WSF	WSF		
WSF	WSF		

SCALE	PROJECT	DRAWING NUMBER	SHEET	DATE
N.T.S.	011-002	F-011-002-01	2	FINAL

# Alabama Manufactured Housing Commission



## 2012 Manufactured Building (Modular) Manufacturer License to Sell to Licensed Retailers

**License Number 55313**

Pursuant to the provision of "The Code of Alabama 1975, §§24-4A-3, 24-6-4" and application having been duly made and approved by the Authority having jurisdiction, this license is hereby granted to:

South East Concrete, LLC  
4213 Mountain Top Road  
Birmingham, Alabama 35242

This License is not transferable and may be revoked for violations of the act or the rules and regulations promulgated thereunder.

**Expires: December 31, 2012**

By:   
Administrator



# Alabama Manufactured Housing Commission

## 2012 Storm Shelter/Safe Room Installer Certificate

~~\$600.00~~

Pursuant to the rules and regulations of the Alabama Manufactured Housing Commission  
This certificate issued to:

C. Austin Johnson  
4213 Mountain Top Road  
Birmingham, AL 35242

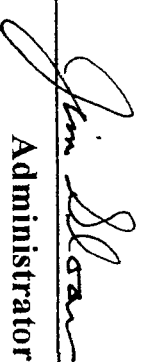
This is Limited to Installation of Storm Shelters/Safe Room Only.

County: Shelby

Initial Course Date:

Scheduled Refresher Course Date:

By:

  
Administrator

Expires: December 31, 2012

# Alabama Manufactured Housing Commission



**2012 Manufactured Building (Modular)  
Retailer/Leasing Company License to Sell or Lease to the Public  
License Number 55713**

Pursuant to the provision of "The Code of Alabama 1975, §§24-4A-3, 24-6-4" and application having been duly made and approved by the Authority having jurisdiction, this license is hereby granted to:

South East Concrete, LLC  
4213 Mountain Top Road  
Birmingham, Alabama 35242

This License is not transferable and may be revoked for violations of the act or the rules and regulations promulgated thereunder.

**Expires: December 31, 2012**

By: *Jan Blain*  
Administrator

STATE OF ALABAMA  
TUSCALOOSA COUNTY

Bond No 712,58585

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, South East Concrete, LLC., as Principal;  
and Western Surety Company, as Surety are hereby held and firmly  
bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of  
Ninety thousand and No/100 Dollars  
( \$ 90,000.00 ) for payment of which sum, well and truly to be made, the said Principal and Surety  
herby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Safe Room Project

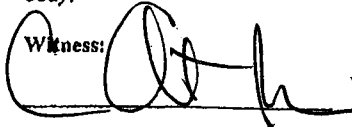
**NOW, THEREFORE,**

(a) If said Bid shall be rejected, or in the alternate,

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

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

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their  
several seals, this the 17th day of APRIL,  
20 12, the name and corporate representative, pursuant to authority of its governing  
body.

Witness: 

Principal:  
SOUTH EAST CONCRETE LLC (Seal)

By: Sybil M. Johnson  
Title: CEO

Surety:  
Western Surety Company (Seal)

By: Barbara Crindle  
Title: Commercial Lines Rep.



ATTEST:

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

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

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71258585

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint BARBARA B GRINDLE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: South East Concrete, LLC

Obligee: County of Tuscaloosa

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 18, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 18th day of April, 2012.



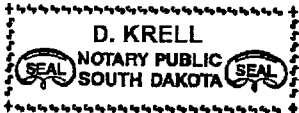
WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 18th day of April, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

*D. Krell*

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 18th day of April, 2012.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

STATE OF Alabama }  
COUNTY OF Jefferson } ss

**ACKNOWLEDGMENT OF SURETY  
(Attorney-in-Fact)**

Bond No. 71258585

On this 16<sup>th</sup> day of April, 2012, before me, a notary public in and for said County, personally appeared BARBARA B GRINDLE to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said BARBARA B GRINDLE acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Birmingham, Alabama, the day and year last above written.

My commission expires 7/6, 2014

  
\_\_\_\_\_  
Notary Public

**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

WILLIAM R. BURK, JR., 1912-1986

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



OVER 100 YEARS OF SERVICE

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

March 31, 2012

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

Tuscaloosa County Misc. Bridge Replacements  
Invoice #10  
BKI Job No. TU.11.006

For professional services rendered on the referenced project through the month of March 2012.

**PAYMENT REQUEST NO.10**

	<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	75%	\$ 38,185.00	\$ 8,500.00
SURVEY SERVICES	\$8,050.00	93%	\$ 7,500.00	\$ -
<b><u>Rock Castle Creek</u></b>				
DESIGN SERVICES	\$25,500.00	91%	\$ 23,130.00	\$ 2,000.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	<b>\$133,150.00</b>		<b>\$ 76,875.00</b>	<b>\$ 10,500.00</b>

PREVIOUSLY INVOICED: \$ (66,375.00)  
AMOUNT DUE: \$ 10,500.00

BKI INVOICE: 51038

**RECEIVED**

APR 12 2012

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT



**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

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180  
TUSCALOOSA, AL 35401-9166  
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



OVER 100 YEARS OF SERVICE

March 31, 2012

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

RE: Tyro Creek Bridge Replacement  
Invoice # 10  
BKI Job No. TU.11.004

For professional services rendered on the referenced project through the month of March 2012.

**PAYMENT REQUEST NO 10**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	71%	\$ 33,020.00	\$ 875.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	0%	\$ -	\$ -
			\$ 40,720.00	\$ 875.00

PREVIOUSLY INVOICED: \$ (39,845.00)  
AMOUNT DUE: \$ 875.00

BKI INVOICE: 51055  
ks

RECEIVED

APR 12 2012

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT





*Providing Solutions for Water, Wastewater, and Storm Water Problems*

600 29th Avenue • Tuscaloosa, AL 35401

March 29, 2012

Phone (205) 349-0067 • Fax (205) 349-0885

Invoice No. 3

11-118

Mr. Mike Henderson  
Tuscaloosa County  
Public Works Department  
2810 35<sup>th</sup> Street  
Tuscaloosa, Alabama 35401

Re: Springer Road Water Main Relocation

**INVOICE FOR SERVICES**

For engineering services rendered to design project, provide drawings for bidding, meetings with the contractor, review of submittals, and construction observation. These services were provided through March 25, 2012.

	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Total</u>
Engineering Design Services	\$10,100.00	100.0%	\$10,100.00
Construction Review	<u>\$6,300.00</u>	66.0%	<u>\$4,158.00</u>
Subtotal	\$16,400.00.....		\$14,258.00
Less Amount Previously Invoiced .....			<u>\$12,179.00</u>
Total Amount Due Upon Receipt .....			<u>\$2,079.00</u>

cc: Mr. Farrell Noland  
Chairman, Buhl-Elrod-Holman Water Authority

**Your Business is Truly Appreciated**

**RECEIVED**  
APR 03 2012  
TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT





**ALABAMA DEPARTMENT OF TRANSPORTATION**  
**Bureau of County Transportation**

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060  
Phone: (334) 242-6207 FAX: (334) 353-6530  
Internet: <http://www.dot.state.al.us>



Robert Bentley  
Governor

John R. Cooper  
Transportation Director

April 10, 2012

Honorable W. H. McCollum  
Chair, Tuscaloosa County Commission

RE: BRZ-6300(219), TCP 63-16-09  
Tuscaloosa County

Dear Sir:

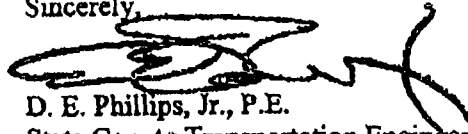
We are attaching a copy of tabulations of the bids that were received by the State of Alabama Department of Transportation for the above project at the letting of March 30, 2012.

Upon examination, the unit prices of the low bidder seem to be in line with bid prices for comparable work, and the total bid prices for comparable work and the total bid for all the items of work seem reasonable. Consequently, this is to advise you that the Alabama Department of Transportation will make the award of the Contract to Racon, Inc., Tuscaloosa, AL, the low bidder, if it is the wish of the County to do so. Please send this office an original letter to that effect (copy attached).

We are sending you an invoice setting out the amount of money that the County will have to send to this office before the award can be made. Make the warrant payable to the Alabama Department of Transportation.

The State of Alabama Department of Transportation Standard Specifications require that award of project be made within thirty (30) calendar days after opening of proposals. Therefore, the County's warrant will have to be furnished this office not later than 12:00 Noon, Wednesday, April 25, 2012.

Sincerely,



D. E. Phillips, Jr., P.E.  
State County Transportation Engineer

DEP:MBH:at

Enc

cc: Mr. Ronald L. Baldwin  
Mr. Bill Flowers  
Mr. Bobby Hagler  
5th  
File

**INVOICE**  
**ALABAMA DEPARTMENT OF TRANSPORTATION**

Date: April 10, 2012

**Bill To:** Honorable W. H. McCollum  
Chair, Tuscaloosa County Commission

**PLEASE NOTE:** Make Remittance Payable to: Alabama Department of Transportation

Address Remittance to: D. E. Phillips, Jr., P.E.  
State County Transportation Engineer  
Alabama Department of Transportation  
1409 Coliseum Blvd. Room D-101  
Montgomery, AL 36110-2060

<p>Tuscaloosa County FEIN 63-6001719</p> <p>Construction Costs plus E&amp;I &amp; Indirect Cost for: The bridge replacement on Old Jasper Road at Gin Branch.</p> <p>BRZ-6300(219), TCP 63-16-09 Less Federal Funds County Funds Due</p>	<table style="width: 100%;"><tr><td style="width: 60%;">\$989,655.00</td><td></td></tr><tr><td>\$791,724.00</td><td></td></tr><tr><td></td><td style="text-align: right;">\$ 197,931.00</td></tr></table>	\$989,655.00		\$791,724.00			\$ 197,931.00
\$989,655.00							
\$791,724.00							
	\$ 197,931.00						

**COUNTY FUNDS DUE:** \_\_\_\_\_ \$ 197,931.00  
See agreement dated: Pending

Authorized: March 2, 2012

**STATE OF ALABAMA, MONTGOMERY COUNTY:** Personally appeared the undersigned  
and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:

  
Claimant's Signature

April 10, 2012

  
Notary Public

MONTH OF: MARCH, 2012

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	11306-12116	\$3,667,679.93
SPECIAL SALES TAX		
112 ROAD & BRIDGE	3242-3423	\$1,064,407.05
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	1773-1797	\$271,117.72
160 COMMUNITY DEVELOP		
710 PAYROLL-CHECKS	92350-92407	\$1,216,452.79
	53606-53717	\$108,462.34
	49327-50234	\$1,010,243.58
PAYROLL-DIR DEP		
720 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	7681-7696	\$13,170.62
780 E911	4642-4650	\$7,369.26
781 GAS TAX BONDING		
783 WORKMEN'S COMP	103	\$13,368.93
784 TAX COLL SPECIAL	300	\$117.72
785 TAX ASSR SPECIAL	1751-1752	\$228.10
786 MFG HOMES		
787 MOTOR VEH TRAINING		

\$7,372,618.04

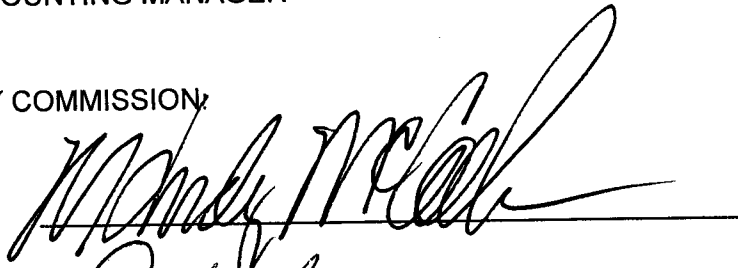
CHECKED BY:



WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

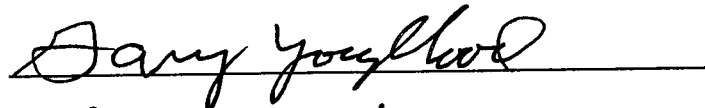
CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, DON WALLACE



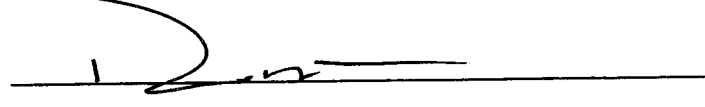
COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



**RESOLUTION TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE COUNTY SALES AND USE TAX DURING THE FIRST FULL WEEKEND OF AUGUST, 2012, AS AUTHORIZED BY ACT 2006-574, GENERALLY REFERRED TO AS THE STATE SALES TAX HOLIDAY LEGISLATION.**

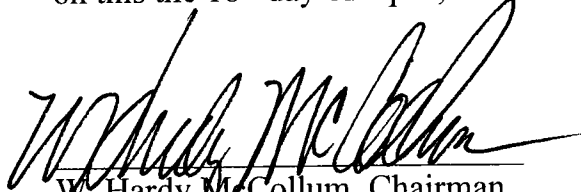
**WHEREAS**, Act 2006-574 enacted by the Alabama Legislature during the 2006 Regular Session, provides for a State Sales Tax Holiday, and provides that counties and municipalities may join with the state in exempting certain items from sales and use taxes; and

**WHEREAS**, the Tuscaloosa County Commission has determined that it is in the best interest of the citizens of Tuscaloosa County to exempt school supplies from sales and use taxes as provided for by law.

**NOW, THEREFORE, BE IT RESOLVED** by the Tuscaloosa County Commission that all "covered items" shall be exempt from any county sales and use tax during the same period, beginning at 12:01 a.m. on the first Friday in August 2012 (August 3, 2012) and ending at twelve midnight the following Sunday (August 5, 2012), subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2006-574, except that the time period shall only be as specified above and not for all years thereafter.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be immediately forwarded to the Alabama Department of Revenue to be recorded and posted on the Department website.

**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 18<sup>th</sup> day of April, 2012.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator

STATE OF ALABAMA           §  
TUSCALOOSA COUNTY       §

**RESOLUTION RECOGNIZING JUNE 22, 2012, AS THE WOUNDED  
WARRIORS, DISABLED VETERANS, AND FALLEN SERVICE MEMBERS  
DAY IN TUSCALOOSA COUNTY**

**WHEREAS**, the Alabama Sports Festival Foundation (ASF Foundation) was established in 1982 at the request of the United States Olympic Committee to expose athletes, volunteers, and spectators of all ages, especially our youth, to Olympic sports and the overall Olympic experience with all of its traditions; and

**WHEREAS**, the ASF Foundation has, for 30 years, used its Opening Ceremonies as an educational tool to remind athletes, coaches, parents, and officials, as well as viewing audiences, of developments that have occurred in our nation's history allowing freedom to all United States citizens; and

**WHEREAS**, the Tuscaloosa County Commission is joining with the Governor of Alabama, the Alabama Legislature, and the Alabama Governor's Commission on Physical Fitness in partnering with ASF Foundation to honor Alabama heroes; and

**WHEREAS**, the ASF Foundation's Honoring Our Heroes series is part of its commitment to teach Alabama student-athletes good citizenship by highlighting the sacrifices made by others to keep our country a free and safe society;

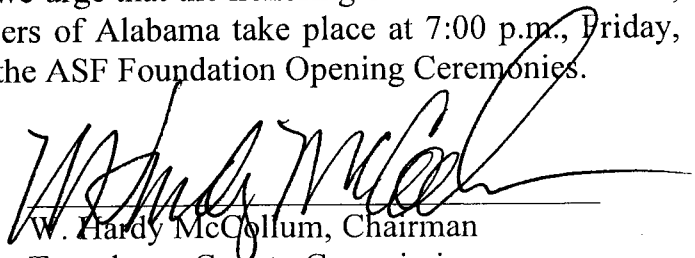
**NOW, THEREFORE, BE IT RESOLVED** THAT THE TUSCALOOSA COUNTY COMMISSION RECOGNIZES THE ALABAMA LEGISLATURE MEDAL OF HONOR that has been established by the Legislature of Alabama, both Houses thereof concurring, and we join the Legislature in urging the ASF Foundation to present the Medal of Honor to all Alabama Wounded Warriors, Disabled Veterans, and Fallen Service Members who made the ultimate sacrifice serving our country in protecting our nation's security and freedom.

**BE IT FURTHER RESOLVED** that the Tuscaloosa County Commission joins with the Alabama Legislature in recognizing June 22, 2012, as the Wounded Warrior, Disabled Veterans, and Fallen Service Members Day in Tuscaloosa County and the State of Alabama.

**BE IT FURTHER RESOLVED** that we urge that the honoring of Wounded Warriors, Disabled Veterans, and Fallen Service Members of Alabama take place at 7:00 p.m., Friday, June 22, 2012, during the 30<sup>th</sup> Anniversary of the ASF Foundation Opening Ceremonies.

ATTEST

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

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