

TUSCALOOSA COUNTY COMMISSION

MEETING

May 2, 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 Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize final payment and release of retainage in the amount of \$38,143.40 to B. G. Watkins Construction, Inc. for the construction of the Camp Cedar Cove Building.

Exhibit 5-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for the purchase and installation of a fuel management and dispensing system for the Cedar Cove Road Camp to M & W Equipment Co., Inc., in the amount of \$138,885.00.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider removing the Hurricane Creek on Holt-Peterson Road location from the list of projects designated for debris removal.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to remove the Hurricane Creek on Holt-Peterson Road from the list of projects designated for debris removal from the storms of April 15, 2011 through April 27, 2011. A project agreement was executed between the County and the Natural Resources Conservation Service (NRCS) for debris removal of eight sites. It was determined through a recent detailed site investigation that this site will not require assistance under the Emergency Watershed Protection Program due to significant debris removal operations that have been completed by volunteer groups.

Exhibit 5-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a request from Walter Energy to disturb within the 100-foot setback on Lock 17 Road near the Jim Walter Resources Rental Shop and a request from Southland Resources, Inc., to disturb within the 100-foot setback on Lock 17 Road.

Exhibit 5-3, Page

Bids for the purchase of four backhoe loaders and trade-in, individual bids, or consignment proposals for four Caterpillar backhoe loaders were opened and referred to the Engineering Department for appropriate action. The bidding firms are as follows:

Warrior Tractor & Equipment Co., Inc. - \$415,804.00 total for purchase of four Deere 410K backhoe loaders; \$43,800.00 per unit buyback option; and \$38,000.00 each for trade-in of four Caterpillars

Thompson Tractor Company - \$411,840.00 - total for purchase of four Caterpillar 430F backhoe loaders; \$50,700.00 per unit buyback option; and \$42,000.00 each for trade-in of four Caterpillars

Black Warrior Auction \$162,550.00 total for purchase of four Caterpillars

JCB of Alabama - NO BID

Loader Services & Equipment - NO BID

Deanco Auction Company - \$43,100.00 each (individual net guarantee) for sale of the four Caterpillars at auction

Ritchie Brothers Auctioneers - \$40,926.00 each (individual net guarantee) for sale of the four Caterpillars by unreserved public auction

J.M. Wood Auction Co., Inc. - \$40,050.00 each for purchase of four Caterpillars

Tractor and Equipment Company - NO BID

Cowin Equipment Company, Inc. - NO BID

Iron Planet, Inc. - \$146,820.00 total (minimum net guarantee) for sale of the four Caterpillars at auction

Exhibit 5-4, Page

Bids for mosquito spray chemicals were opened and referred to the Engineering Department for appropriate action. The bidding firms are as follows:

Gil Manufacturing, Inc.

Univar USA

Clarke Mosquito Control Products, Inc.

ADAPCO, Inc.

Exhibit 5-5, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the single bid for base processing on Sand Road in the amount of \$28,675.60 to S. T. Bunn Construction Co., Inc., and authorized County Engineer Bobby Hagler to negotiate the single bidder.

Exhibit 5-6, Page

Commissioner Gary Youngblood's motion to submit a \$250,000.00 grant application to ADECA (Alabama Department of Economic and Community Affairs) for a proposed senior center in the Holt community with an estimated construction cost of \$407,335.00 was seconded by Commissioner Bobby Miller. Commissioner Reginald Murray's motion to amend to construct the entire proposed senior center as a safe room was not accepted. The original motion passed on a three-to-one vote, with Commissioner Murray casting the NAY vote.

Exhibit 5-7, Page

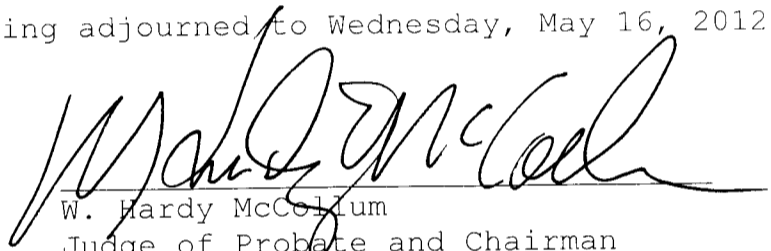
Commissioner Don Wallace's motion, seconded by Commissioner Reginald Murray, to accept a proposal by Chief Deputy Ron Abernathy for a four-month pilot program for a Mental Health Court for inmates at the County Jail failed on a three-to-two vote, with Commissioners Gary Youngblood and Bobby Miller casting the NAY votes.

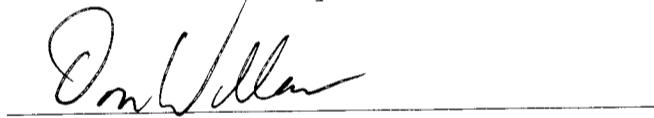
Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to strengthen the bridge at Tannehill State Park between Campgrounds 2 and 3.

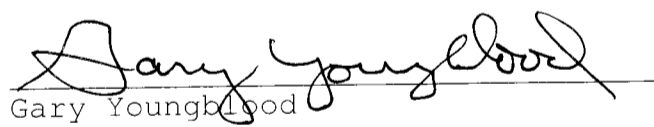
Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to close Highway 140 at the intersection of Romulus Road East to Highway 82 on May 12, 2012, at the request of the Town of Coker for a festival.


Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to close Lakefield Drive from Highway 11 South between mile marker 72 and 73 at the request of Wheels & Spokes.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, May 16, 2012.


W. Hardy McColium
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

APPLICATION and CERTIFICATE for PAYMENT

Pay Application No. CC PR 7 FINAL

Date: 28-Apr-12

TO Owner: Tuscaloosa County Commission PO Box 20113 Tuscaloosa Alabama 35402	PROJECT: Camp Cedar Cove 10820 Ed Stephens Road Conttondale Alabama 35405
FROM Contractor: B. G. Watkins Construction, Inc. P.O. Box 353 Northport Alabama 35476	Architect: Marcum Architects

STATEMENT OF CONTRACT ACCOUNT:			
1	Original Contract Sum	(percentage complete) <u>100%</u>	\$ <u>445,695.00</u>
2	Net Change by Change Order		\$ <u>-</u>
3	Contract Sum to Date	(Line 1 + 2)	\$ <u>445,695.00</u>
4	Total Completed and Stored to Date (Column G on Application for Payment)		\$ <u>445,695.00</u>
5	Less Retainage 5% of 50% Not to Exceed \$ <u>11,142.38</u>		\$ <u>-</u>
6	Total Earned Less Retainage		\$ <u>445,695.00</u>
7	Less Owner Paid Materials		\$ <u>127,023.05</u>
8	Tax Savings		\$ <u>N/A</u>
9	Total amount due at this time		\$ <u>318,671.95</u>
10	Less Previous Payments		\$ <u>280,528.55</u>
11	AMOUNT DUE THIS REQUEST		\$ <u>38,143.40</u>
12	Balance to Finish, Including Retainage		\$ <u>-</u>

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

By: *Graves Watkins* Date 28-Apr-12
 Graves Watkins President/Owner

Sworn and subscribed before me this this date: 28-Apr-12

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

Owners Approval

By: _____ Date _____

By: _____ Date _____

Project Name: **Camp Cedar Cove**
 Contractor: **B. G. Watkins Construction, Inc.**
 Pay Rec **CC PR 7 FINAL**
 Date: **28-Apr-12**

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY (NOT IN d OR e)	G TOTAL COMPLETED TO DATE (d+e+f)	H % (g/c)	I BALANCE TO FINISH (c-g)
		PREVIOUS APPLICATIONS	APPLICATIONS	PREVIOUS APPLICATIONS	APPLICATIONS					
1	Concrete (Rushing Concrete)	\$ 44,153.00	\$ 44,153.00	\$ 44,153.00			\$ -	\$ 44,153.00	100%	\$ -
2	Masonry (Jones Masonry)	\$ 5,465.00	\$ 5,465.00	\$ 5,465.00			\$ -	\$ 5,465.00	100%	\$ -
3	Structural Steel (Dogan Metal)	\$ 28,568.42	\$ 28,568.42	\$ 28,568.42			\$ -	\$ 28,568.42	100%	\$ -
4	Metal Building (Harpole Steel)	\$ 64,981.00	\$ 64,981.00	\$ 64,981.00			\$ -	\$ 64,981.00	100%	\$ -
5	Bormanite Flooring (Jeffco)	\$ 5,785.50	\$ 5,785.50	\$ 5,785.50			\$ -	\$ 5,785.50	100%	\$ -
6	Painting (King & Spencer)	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00			\$ -	\$ 6,250.00	100%	\$ -
7	HVAC (McKvely Mechanical)	\$ 26,498.00	\$ 26,498.00	\$ 26,498.00			\$ -	\$ 26,498.00	100%	\$ -
8	Electrical (Mills Electric)	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00			\$ -	\$ 42,500.00	100%	\$ -
9	Plumbing (Turner Plumbing)	\$ 30,300.00	\$ 30,300.00	\$ 29,300.00	\$ 1,000.00		\$ -	\$ 30,300.00	100%	\$ -
10	Canopies (Perfections)	\$ 3,764.00	\$ 3,764.00	\$ 3,764.00			\$ -	\$ 3,764.00	100%	\$ -
11	Architect (Marcum)	\$ 19,750.00	\$ 19,750.00	\$ 19,750.00			\$ -	\$ 19,750.00	100%	\$ -
12	Insurance	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			\$ -	\$ 1,000.00	100%	\$ -
13	Drywall/Acoustical (T Acoustical)	\$ 19,979.00	\$ 19,979.00	\$ 19,979.00			\$ -	\$ 19,979.00	100%	\$ -
14	Lockers, toilet accessories, doors & hardware	\$ 13,199.00	\$ 13,199.00	\$ 13,199.00			\$ -	\$ 13,199.00	100%	\$ -
15	Millwork	\$ 5,750.00	\$ 5,750.00	\$ 5,750.00			\$ -	\$ 5,750.00	100%	\$ -
16	Watkins General Requirements	\$ 127,752.08	\$ 101,058.72	\$ 101,058.72	26,693.36		\$ -	127,752.08	100%	\$ -
	TOTALS:	\$ 445,695.00	\$ 418,001.64	\$ 418,001.64	\$ 27,693.36		\$ -	\$ 445,695.00	100%	\$ -



W. HARDY McCOLLUM
CHAIRMAN

ROBERT H. JOHNSTON
CLERK

MEMBERS
DON WALLACE
GARY YOUNGBLOOD
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

May 2, 2012

Dr. William E. Puckett
State Conservationist
Natural Resources Conservation Service
P.O. Box 311
Auburn, Alabama 36831-0311

Dear Dr. Puckett:

Under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in Tuscaloosa County by the storms of April 15, 2011 through April 27, 2011 a project agreement was executed between the Tuscaloosa County Commission and NRCS for debris removal of eight sites. Project Agreement No. 69-4101-12-0003 was executed on February 9th 2012. It was been determined through a recent detailed site investigation that the Holt-Peterson Road at Hurricane Creek site (DSR No. TUSC-11-004) will not require assistance under The Emergency Watershed Protection Program due to significant debris removal operations that have been completed by volunteer groups at this site. This work was performed after the Damage Survey Report (DSR) was prepared for this location.

We are requesting this location be deleted from the executed project agreement and the remaining locations move forward with contract letting anticipated later this month. Please find attached upstream and downstream views of this location that were taken after the storm event as well as those same views that were taken recently.

The contact information of the administrative and technical person in our organization is as follows:

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401
205-345-6600 – office and fax no.
bhagler@tuscco.com

Please contact Bobby Hagler for any additional information that you might need in assessing our request.

Sincerely,


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

Cc: Melvin Vines, County Administrator
Bobby Hagler, County Engineer

Holt-Peterson Road at Hurricane Creek (Upstream View 6-3-2011)



Holt-Peterson Road at Hurricane Creek (Upstream View 4-18-2012)



Holt-Peterson Road at Hurricane Creek (Downstream View 6-3-2011)



Holt-Peterson Road at Hurricane Creek (Downstream View 4-18-2011)





Jim Walter Resources, Inc.
16243 Highway 216
Post Office Box 133
Brookwood, Alabama 35444

www.walterenergy.com

January 11, 2012

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

RE: Walter Energy, Inc. ROW Request

Dear Mr. Hagler:

Walter Energy, Inc. requests permission to disturb within 100 feet of the County Road 59 (Lock 17 Road) right-of-way to stabilize and reclaim the final pit area of its Highway 59 Mine No. 1 surface mine as shown on the attached map. The request is for approximately 900 feet along said road. There will be no blasting or coal removal closer than the 100 feet setback. The area in question is located in the SW1/4 of the SE1/4 of Section 17, Township 20 South, Range 7 West.

If you have any questions or need additional information please give me a call at (205) 554-6297 or email me at jeff.stricklin@walterenergy.com.




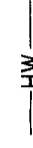







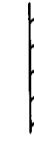




Sincerely,

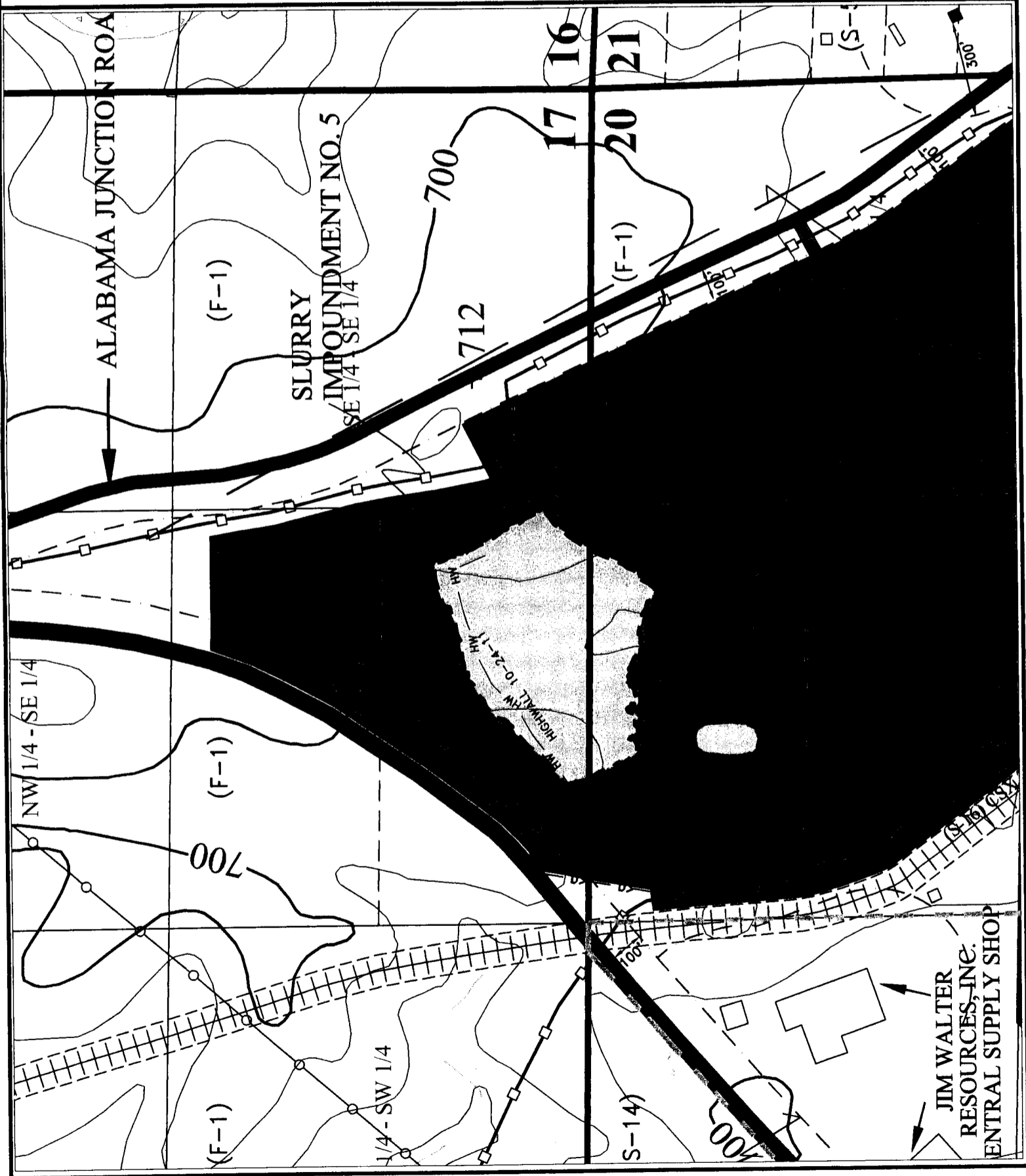
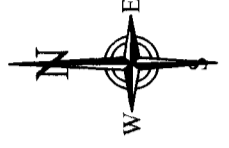
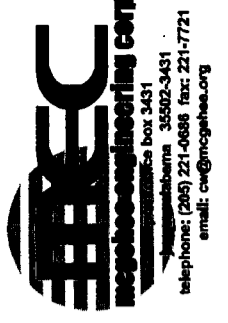
A handwritten signature in cursive script that reads 'Jeffery H. Stricklin'.

Jeffery H. Stricklin, PE
Sr. Environmental Engineer

WALTER MINERALS, INC.
HIGHWAY 59 MINE NO. 1, P-3906, R-2
TUSCALOOSA COUNTY ROAD NO. 59
100' OFFSET WAIVER REQUEST
SCALE: 1" = 300'

MAP LEGEND

-  FINAL PERMIT BOUNDARY
-  MINING INCREMENT NO. 1
-  MINING INCREMENT NO. 2
-  EXISTING HIGHWALL
-  100' WAIVER REQUEST AREA
-  PUBLIC ROAD 100' OFFSET
-  BROOKWOOD CORP LIMITS
-  PROPOSED SLURRY IMPOUNDMENT
-  RAIL ROAD
-  SURFACE OWNERSHIP DIVIDE OTHER THAN QUARTER/QUARTER LINE
-  PRIMARY HAULROAD
-  STREAM (INTERMITTENT OR PERENNIAL)
-  DRAINAGE COURSE
-  ANCILLARY ROAD
-  SEDIMENT BASIN\OUTFALL
-  IMPOUNDED WATER



JIM WALTER
RESOURCES, INC.
ENTRAL SUPPLY SHOP

SR SOUTHLAND RESOURCES, INC.

April 18, 2012

Tuscaloosa County Engineers
ATTN: Bobby C. Hagler
2810 35th Street
Tuscaloosa, AL 35401

RE: **Southland Resources, Inc.**
Searles Mine No. 8, P-3966
County Road No. 59 R.O.W. Request

Dear Mr. Hagler:

This letter serves as Southland Resources, Inc. (SRI) request to disturb within the 100' setback from County Road No. 59. The purpose of this request is to allow SRI to place spoil adjacent to the county road as shown on the attached photograph and topographic map of the area. Placement of spoil in this area will maintain positive drainage from the road and create additional spoil room required to facilitate the opening of the new Searles Mine No. 8.

Currently the top of road fill is approximately forty-two (42') vertical feet above the toe of the road fill outslope. The slope is approximately 48% and there are no culverts in the area. SRI proposes to backfill against the existing outside slope of the road to within two (2') vertical feet below the edge of pavement. The slope away from the edge of pavement will be maintained at no more than two (2%) maximum until outside the 100' offset from the right of way. Caution lights and signs will be placed 500 feet either side of the work area. At no time shall any equipment be closer than ten (10') feet from the edge of pavement. The entire disturbed area will be revegetated in accordance with County and ASMC regulations.

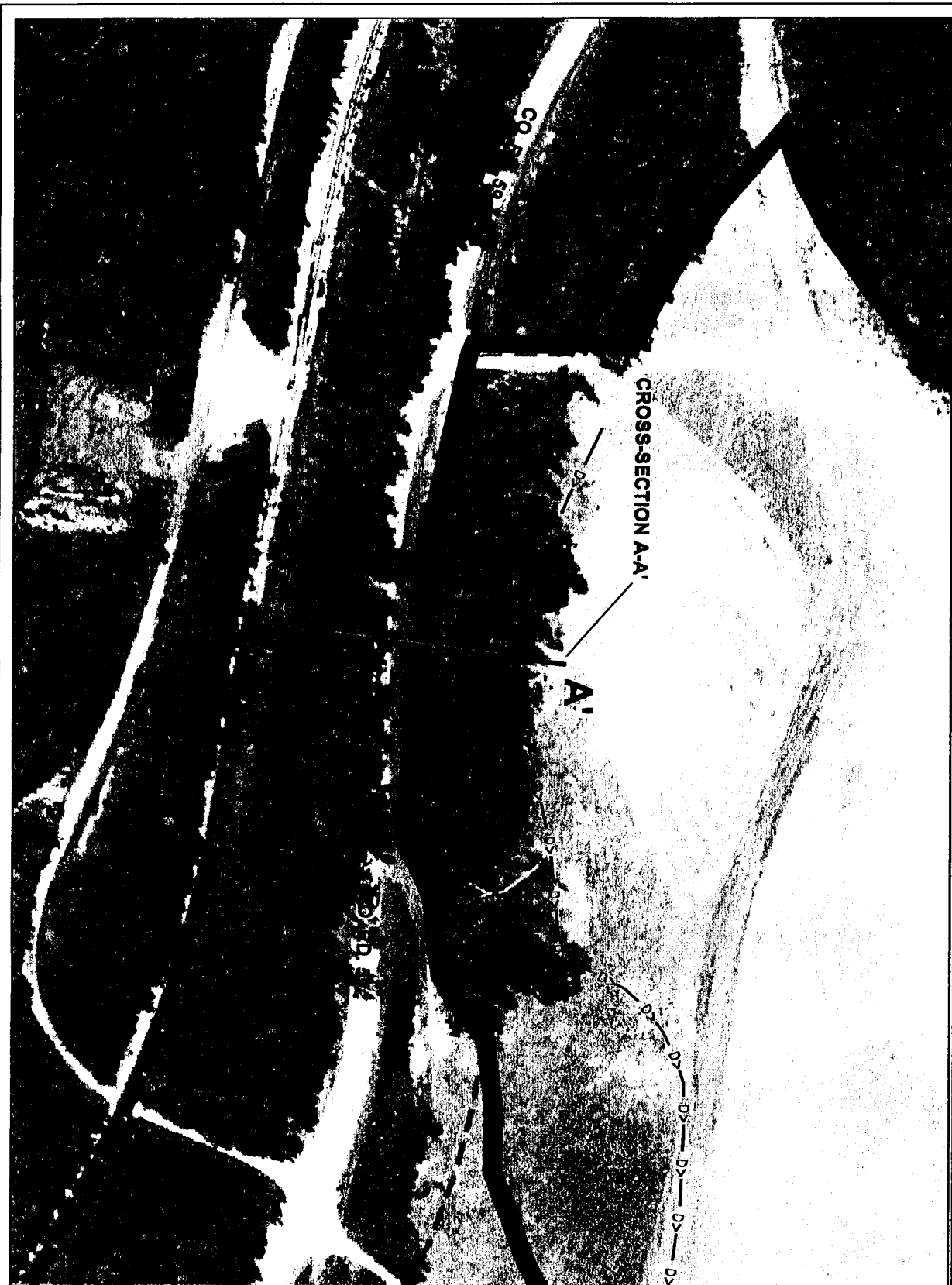
In closing, SRI's request will eliminate a very hazardous section of road outslope at no expense to the County. Any vehicle that exits the road at this location in its current condition could not possibly maintain control. That would no longer be a concern after placement of fill as we have proposed.

Please review our request at your earliest convenience. You may contact our office if you have any questions or need additional information.

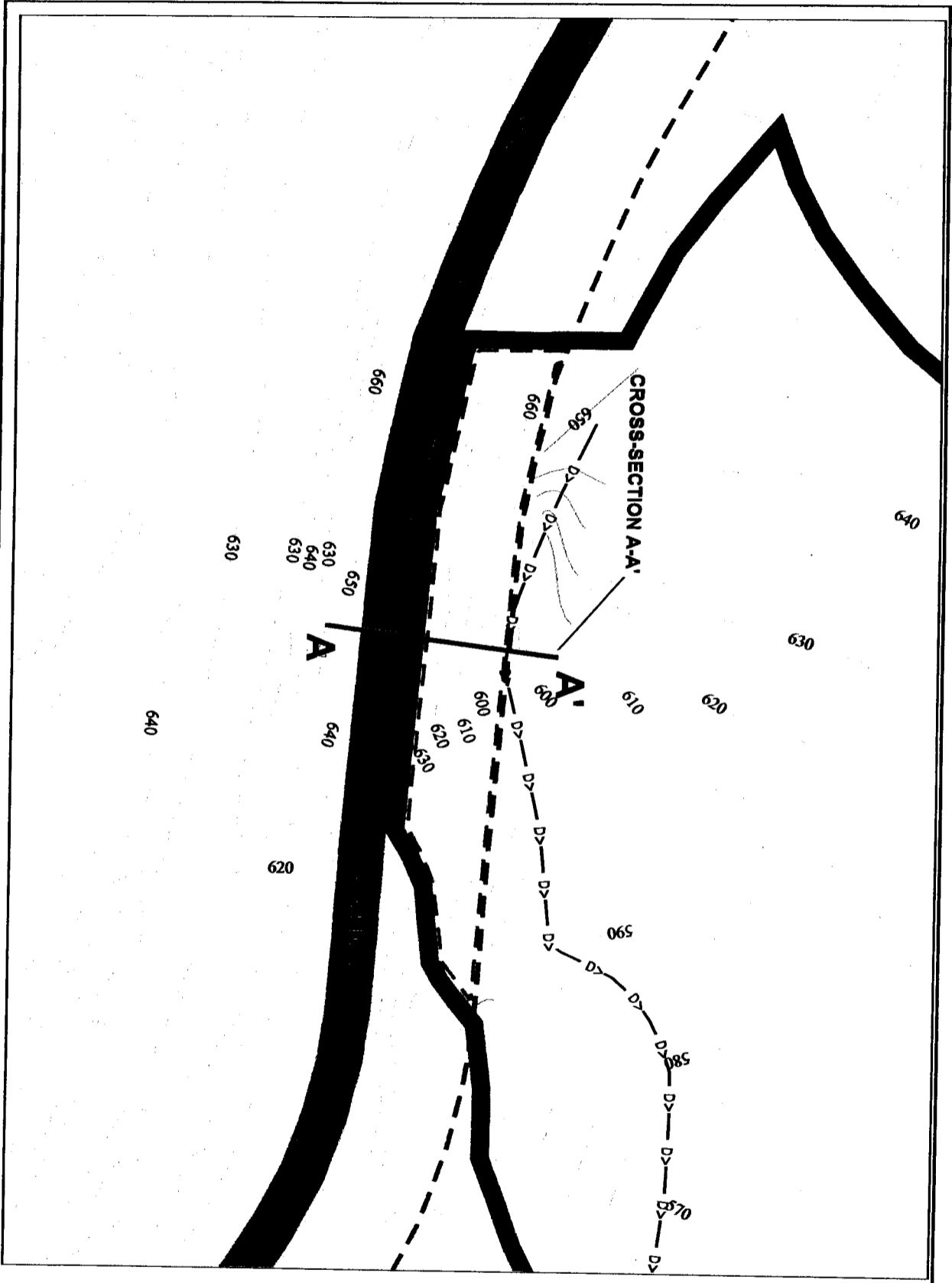
Sincerely,
Southland Resources, Inc.


Pat A. Jones
President

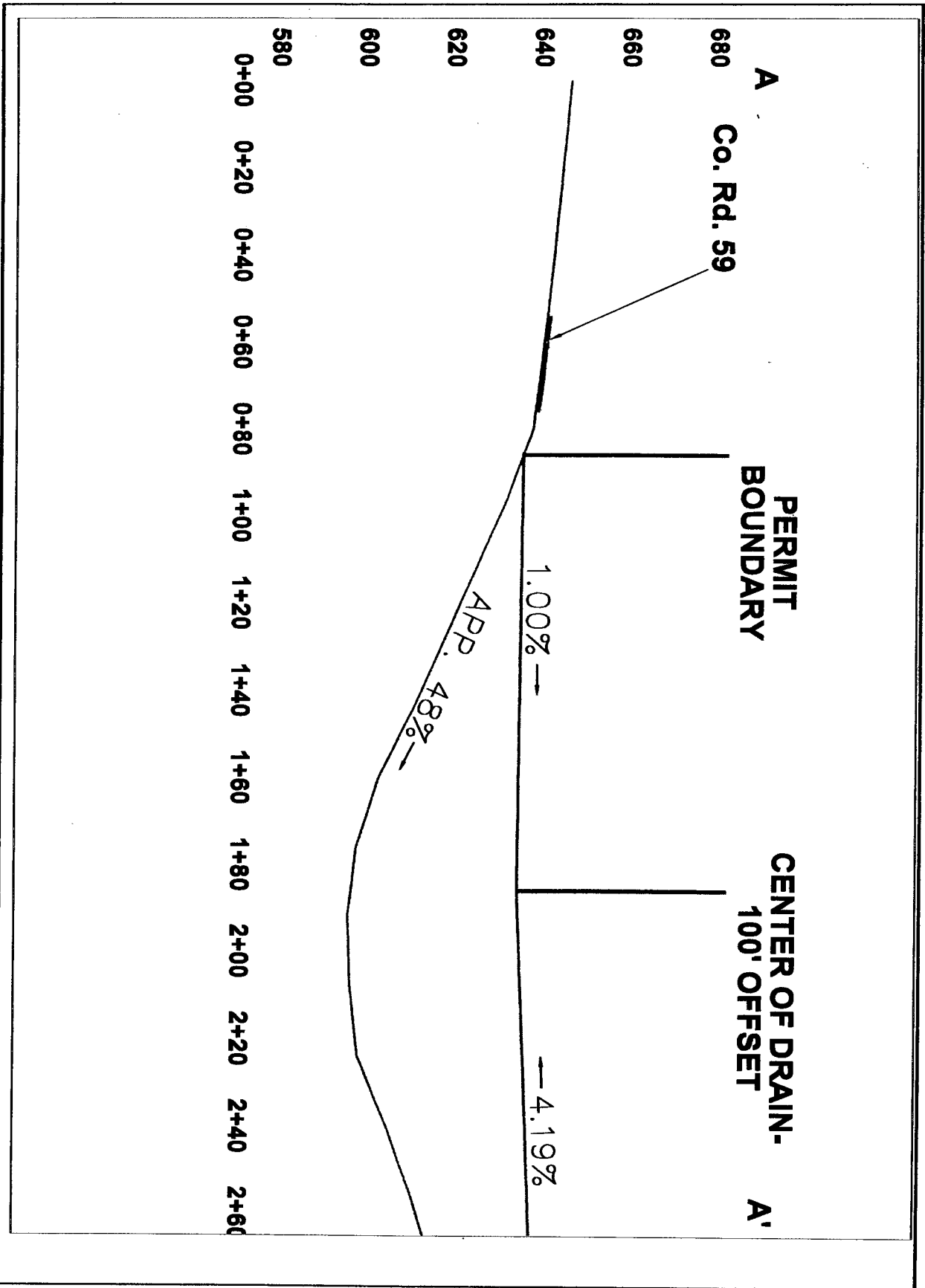




<p>MAP LEGEND</p> <p>— PROPOSED SEARLES MINE NO. 8 PERMIT BOUNDARY</p> <p>--- 100' OFFSET</p> <p>— PROPOSED FILL AREA WITHIN 100' SETBACK FROM R.O.V.L.</p> <p>— RECONSTRUCTED DRAIN</p> <p>DRAWN BY: JCA APPROVED BY: CWM JOB NUMBER: 04/18/12 DATE: 04/18/12 SCALE: 1"=100' SHEET NUMBER: 1 OF 1</p>	<p>SOUTHLAND RESOURCE, INC.</p> <p>SEARLES MINE NO. 8, P-3966</p> <p>TUSCALOOSA COUNTY ROAD NO. 59</p> <p>REQUEST FOR DISTURBANCE WITHIN THE 100' OFFSET</p> <p>AERIAL PHOTOGRAPH</p>	<p>DATE OF FIELD</p> <p>TYPE OF SURVEY</p> <p>MINIMUM CLOSURE</p>	<p>MEC</p> <p>Map Engineering & Consulting, Inc.</p> <p>2000 Office Park Drive Jackson, Mississippi 39202-5002 Telephone: 601.222.4000 Fax: 601.772.1121 Web Page: meconline.com</p>
--	--	---	--



<p>MAP LEGEND</p> <ul style="list-style-type: none"> PROPOSED SEARLES MINE NO. 8 PERMIT BOUNDARY 10' OFFSET PROPOSED FILL AREA WITHIN 10' SETBACK FROM R.O.W. COUNTY ROAD NO. 59 EXISTING SURFACE CONTOURS RECONSTRUCTED DRAIN 		<p>SOUTHLAND RESOURCE, INC. SEARLES MINE NO. 8, P-3966</p> <p>TUSCALOOSA COUNTY ROAD NO. 59 REQUEST FOR DISTURBANCE WITHIN THE 10' OFFSET</p> <p>TOPOGRAPHIC MAP</p>		<p>MEC MINE ENGINEERING CONSULTANTS</p> <p>2000 Oldham Lane SE Atlanta, Georgia 30329 Tel: 404-525-2200 Fax: 404-525-2724 http://www.mec-engineering.com</p>	
<p>DRAWN BY: JCA CHECKED BY: JCA JOB NUMBER: DATE: SCALE: 1"=100'</p>		<p>DATE OF FIELD: TYPE OF SURVEY: MUNICIPAL: NUMBER OF SHEETS:</p>		<p>DATE OF FIELD: TYPE OF SURVEY: MUNICIPAL: NUMBER OF SHEETS:</p>	
<p>SHEET NUMBER 1 OF 1</p>					



SOUTHLAND RESOURCE, INC.
 SEARLES MINE NO. 8, P-3966

TUSCALOOSA COUNTY ROAD NO. 59
 REQUEST FOR DISTURBANCE WITHIN
 THE 100' OFFSET

CROSS SECTION A-A'

MAP LEGEND	
	COUNTY ROAD NO. 59
	EXISTING SURFACE
	FINAL SURFACE
DRAWN BY: JAM	
APPROVED BY: JWB	
JOB NUMBER:	
DATE: 04/10/12	
SCALE: 1"=100'	
SHEET NUMBER	
1 OF 1	

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Deere 410K TC Backhoe Loader			
Backhoe Loader	X 4	<u>\$103,951.00</u>	<u>\$415,804.00</u>
	Per Addendum #1		


BID ITEM	BASE BID
Following prices are for Trade-in Only	
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	<u>\$38,000.00</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	<u>\$38,000.00</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	<u>\$38,000.00</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	<u>\$38,000.00</u>
Buyback Option (5 year/5,000 hour) *see Executed Buyback Agreement for details	\$43,800.00 per unit

Delivery date: 60 to 90 days from receipt of order

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

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

Telephone: (205) 339-0300



Name: Luther W. Richardson III Title: Sales Representative

Date: May 2, 2012

GUARANTEED BUY-BACK AGREEMENT

This agreement shall apply to the following machines:

Four (4) new John Deere 410K TC Backhoe Loaders with ROPS cab, MFWD, heater/air conditioning, Tool Carrier, 1.5 cu. yd. loader bucket, backhoe coupler w/ 24" bucket, extendable stick, and mechanical thumb

On or before the end of five (5) years from the date of delivery or 5,000 service meter hours, whichever comes first, Warrior Tractor & Equipment Company, Inc. agrees to buy back from Tuscaloosa County the above described machines for the sum of \$ 43,800.00 (per machine).

The following stipulations shall apply:

1. Machine must be enrolled in the 5 year/5,000 hour SECURE extended Powertrain & Hydraulics warranty program
2. At the time of return for buy-back, all major components must be in good operating condition.
3. Machine must be complete with all attachments.
4. Sheet metal, cosmetic, and other accidental damages shall not exceed \$750.00.
5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge.
6. Roll-over protection structure (ROPS) must be intact without damage or presence of welding. All glass must be intact with no cracks.
7. Tuscaloosa County Commission must adhere to all lubrication and service guide requirements in the Operator's Manual furnished with machine.

Tuscaloosa County Commission must furnish Warrior Tractor with oil samples at intervals as specified in the Operator's Manual. Oil sample kit and analysis will be furnished by Warrior Tractor per your request.
8. Tuscaloosa County Commission must give Warrior Tractor a 90-day advance written notice of their intention to exercise the buy-back option.
9. Tuscaloosa County Commission shall have the option of keeping the machine instead of exercising the buy-back.
10. Years and hours of operation specified in the agreement are to be adhered to. Warrior Tractor & Equipment Company, Inc. and Tuscaloosa County Commission representatives will inspect machine at the time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.



BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Warrior Tractor & Equipment Co., Inc.

and Western Surety Company, Principal,
Tuscaloosa County Commission, Surety, are held and firmly bound unto
in the sum of Five Percent (5%) of Bid-----, Oblige,

Dollars (\$--5%--)

for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract
for (4) JD410K TC Backhoes

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Oblige; or if
Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed and dated May 2, 2012.

Warrior Tractor & Equipment Co., Inc.

By: [Signature] Principal (Seal)

Western Surety Company

By: [Signature] Surety (Seal)
W. Geoffrey Plott, Attorney-in-fact

[Signature]
LICENSED RESIDENT AGENT
STATE OF AL

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Robert W Poellnitz Jr, Carrie Hickman, Rick Manasco, Walter Wayne Guy, Robert Gerald Plott, W Geoffrey Plott, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of January, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of January, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

May 2, 2012

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35402

Gentlemen:

I am pleased to provide you with a quote for four (4) new 2012 model John Deere 410K TC backhoe loaders. Along with standard specifications, these units are equipped as follows:

One (1) new Deere 410K TC backhoe loader

- Ultimate Cab w/ heater & air-conditioning; dual doors
- Powershift transmission w/ MFWD & limited slip diff.
- Full MFWD guard
- 21L x 24 12PR rear tires; 12.5/80 – 18 12 PR front tires
- Multi-brand backhoe coupler
- 24", 7.5 cu. ft. heavy-duty backhoe bucket
- Tool Carrier loader coupler
- 1.5 cu. yd. loader bucket
- 1000 lb. front counterweight
- AM/FM/WB radio w/ CD player
- Chrome exhaust extension
- **JD Link Ultimate (3 years included)**
- **Extendible dipperstick w/ mechanical thumb**
- **1 year Full machine warranty**
- **5 year/5,000 hour Powertrain & Hydraulics warranty**

Sale Price Per Unit.....\$103,951.00

**Please note that the units quoted include all options requested and either meet or exceed all specifications requested.*

Buyback Price (5 year/5,000 hour) Per Unit.....\$43,800.00

**See Executed Buyback Agreement for details.*

Trade-In Prices

2007 Cat 420E backhoe loader, SN KMW02130.....\$38,000.00

2007 Cat 420E backhoe loader, SN KMW02142.....\$38,000.00

2007 Cat 420E backhoe loader, SN KMW02145.....\$38,000.00

2007 Cat 420E backhoe loader, SN KMW02148.....\$38,000.00

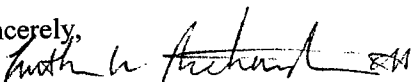
**Please note that this offer is for trade-in only.*

Delivery: 60 to 90 days from receipt of order

These machines are quoted F.O.B. your facility in Tuscaloosa County, Alabama, and the above prices do not include any applicable sales tax.

Thank you for the opportunity to quote our equipment!

Sincerely,


Luther W. Richardson III



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

Athens
Birmingham
Montgomery
Oxford
Monroeville

Representing:
John Deere
Peterbilt

GUARANTEED BUY-BACK AGREEMENT

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

This agreement shall apply to the following machines:

Four (4) Caterpillar 430F IT Backhoe Loaders with Cab, Air Conditioner, Integrated Tool Carrier, 4-Wheel Drive, E-Stick, GP Front Bucket, 24" Backhoe Bucket with Quick Coupler, Mechanical Thumb, 12.5/80-18 Front Tires, 21L-24R Rear Tires

Serial Numbers:

On or before the end of 5 years or 5000 service meter hours, whichever occurs first, Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of **\$50,700.00 Each**

The following stipulations shall apply:

- 1.) Machine must be enrolled in the Caterpillar 5 year or 5,000 hour Extended Powertrain and Hydraulic Warranty Program.
- 2.) At time of return for buy-back, all major components (engine, torque converter, hydraulics, axles, brakes, etc..) must be free from damage and in good operating condition.
- 3.) Machine shall be complete with all attachments and accessories as outlined in the bid specifications and as delivered to the commission. These tools must be returned with a minimum of 50% wear life remaining.
- 4.) Sheet metal, cosmetic, and other accidental damage shall not exceed \$500.00.
- 5.) Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge.
- 6.) All safety related items must be intact and functional. These items include backup alarms, glass, seatbelts, and brakes. Roll-over protective structure (ROPS) must be intact without damage or presence of welding.

- 7.) Tuscaloosa County Commission must adhere to all lubrication and service guide requirements requested in the Caterpillar Lubrication and Maintenance Guide furnished with the machine.
- 8.) Tuscaloosa County Commission must furnish Thompson Tractor with oil samples at intervals as specified in the Caterpillar Lubrication and Maintenance Guide. Oil sample kit and analysis will be furnished by Thompson Tractor at no additional cost to the commission.
- 9.) Tuscaloosa County Commission must give Thompson Tractor a 90-day advance notice of their intention to exercise the buy-back option.
- 10.) Tuscaloosa County shall have the option of keeping the machine instead of exercising the buy-back.
- 11.) Years and hours of operation specified in this agreement are to be adhered to. Thompson Tractor and Tuscaloosa County representatives will inspect the machine at time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL: 430F IT

	<u>SERIAL NUMBER</u>	<u>HOUR READING AT DELIVERY</u>	<u>DELIVERY DATE</u>	<u>BUY-BACK EXPIRATION DATE</u>
1.				
2.				
3.				
4.				

ACCEPTED ON THE _____ DAY OF _____, 2012

TUSCALOOSA COUNTY COMMISSION

THOMPSON TRACTOR CO., INC.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we THOMPSON TRACTOR CO., INC.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto TUSCALOOSA COUNTY COMMISSION

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FOUR (4) CATERPILLAR 430F BACKHOE

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

Signed and sealed this 2nd day of May, 2012

Karen Williams
(Witness)

THOMPSON TRACTOR CO., INC.

(Principal)

By: Linda L. Duncan, Controller
(Title)

Kiran Kochhar
(Witness)
KIRAN KOCHHAR

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: Jarice Fennell
Jarice Fennell (Title) Attorney-in-Fact

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 221886

Certificate No. 004775776

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

Richard C. Rose, Janice Fennell, and Jeremy C. Rose

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of March, 2012.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 20th day of March, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	_____	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	Purchase for ALL (4) machines \$162,550.00
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	

Delivery date: _____

Name of company: BLACK WARRIOR AUCTION

Mailing Address: 7110 BLACK WARRIOR ROAD TUSCALOOSA AL 35401

Telephone: 752-7800

Name: MARK WHITE Title: Pres.

Date: 4/27/12

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	<u>NO BID</u>	<u>NO BID</u>

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	<u>NO BID</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	<u>NO BID</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	<u>NO BID</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	<u>NO BID</u>

Delivery date: NO BID

Name of company: JCB OF ALABAMA

Mailing Address: 8920 WEAVER AVE LEEDS, ALABAMA 35094

Telephone: 205-699-2699

Name: JUSTIN COOPER Title: SALES COORDINATOR

Date: 04-10-12

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	<u>No Bid</u>	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	_____

Delivery date: _____

Name of company: Loader Services + Equipment

Mailing Address: 319 Bearden rd Pelham Ar 35124

Telephone: (205) 320-1000

Name: Gloria Lane Title: Controller

Date: 4/5/12

Exhibit "A"

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	_____	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	<u>43,100</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	<u>43,100</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	<u>43,100</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	<u>43,100</u>

Auction

Delivery date: MAY 31 or July 18 2012

Name of company: Deanco Auction Co.

Mailing Address: PO Box 1248 Philadelphia Ms 39350

Telephone: 601-656-9768

Name: D. W. Dean Title: owner

Date: 5-1-12



Tuscaloosa Co. AL.

5-1-12

AUCTION PROPOSAL

Dear Sirs,

Deanco Auction Company is pleased to present the following auction proposals for liquidation of your surplus items listed in the attached "Exhibit A".

1. Services Offered by Deanco Auction Company :

- a. Guarantee all auction proceeds and assume full responsibility for collection of funds from the sale of your surplus equipment.
- b. Provide all licenses and other bonds required to conduct this auction.
- c. Provide premises liability insurance.
- d. Make full settlement to Seller within ten (10) working days of auction.
- e. Provide ~~to assist in~~ transportation of the equipment listed in "Exhibit A" from your location to the Deanco Philadelphia, MS sale site. *No*
- f. Provide a cleaning service to detail your equipment at ~~minimal~~ cost to you. *PE*
- g. Suggest any minor repairs or refurbishment that will increase the auction value.
- h. Take photos of the equipment listed in "Exhibit A" for our advertising purposes and Internet bidders. This will require some assistance from your personnel coordinating photo opportunities.
- i. Design, print and direct mail more than 105,000 full color brochures to our customers located throughout the United States and over 800 International Buyers.
- j. Pay all postage and advertising expenses for the auction.
- k. Collect and submit all applicable state sales and use taxes for this auction according to the regulations set forth by the governing authority.
- l. Provide all labor and supplies needed to set up and conduct the auction in an organized and professional manner.
- m. Provide security for the consignor's equipment two (2) weeks prior the auction.
- n. Print a detailed, descriptive buyers guide for registered bidders at the sale. This catalog will also be available online at our website.
- o. Provide Online Internet Bidding and Online Inspection Reports to allow buyers who cannot attend the sale in person to buy your equipment over the Internet.
- p. Provide adequate concessions (food, drink, etc.) and restrooms for the auction.

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733



2. Recommended Dates of Auction :

Deanco Auction urges you to sell your surplus late-model equipment at this upcoming Contractor's Equipment Sale:

May 30-31 2012 in Philadelphia Ms.
July 18-19 2012 in Philadelphia Ms.

This auction has already been widely publicized and we have already received a tremendous response. Also, this sale will have Live Internet Bidding in conjunction with our conventional auction, a valuable addition to our sales, often resulting in over ten percent of total sales.

3. Auction Locations Offered :

Philadelphia, Mississippi

This auction will be located at our permanent auction facility in Philadelphia, Mississippi. This established sale site boasts a 3,800-foot paved and lighted private airstrip and is located only minutes away from The Pearl River Resort (one of the top tourist attractions in Mississippi). This is truly one of the nicest auction facilities in the United States. This sale will positively be one of the largest auctions held in the Southeast in *2012*. This auction will definitely be a great opportunity to offer your for sale to contractors, dealers, and related buyers from all over the U.S.

4. Responsibilities of Seller :

- a. Seller shall provide an opportunity for Deanco Auction personnel to make group photos of the your surplus equipment listed in "Exhibit A" for our advertising, ~~at least one month~~ prior to the sale date.
- b. The surplus equipment listed in "Exhibit A" shall be in the same condition as when appraised other than normal wear, hours and mileage. All should start, run and operate properly and have no other problems that could hinder a drive through auction. In addition, all tires on the equipment listed in "Exhibit A" shall have ^(PE) ~~50%~~ ^{35%} minimum tread depth and no major cuts or damage.
- c. All items in "Exhibit A" shall be without liens. Titles for any titled vehicles shall be delivered to Auctioneer before the auction date.

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733



5. Appraisal Of Seller's Surplus Equipment :

Deanco Auction Company offers an appraised value of the Seller's surplus equipment listed in the attached "Exhibit A" in the total amount of \$ 175,000 if sold at Deanco Auction on the sale date listed above.
TO 200,000⁰⁰

6. Our Commission Rates :

a. Straight Commission Sale: Deanco Auction Company will conduct the auction of the Seller's equipment listed in the attached "Exhibit A" for a straight commission of Five Percent (5%) of the last bid made or received.

b. Guarantee Gross Sale: Deanco Auction Company will guarantee gross sales of the Seller's surplus equipment listed in the attached "Exhibit A" to be no less than the appraised value of \$ 185,376.34 less the normal Seven Percent (7%) commission charged for the guaranteed sale. Furthermore, Seller will positively receive a guaranteed net minimum of no less than \$ 172,400 from the sale of their surplus equipment listed in "Exhibit A", payable to Seller within 10 days or on the day of sale.

I would like to personally thank you for allowing Deanco Auction Company to submit this auction proposal. I can assure you that all the personnel of Deanco Auction Company will work hard to make this auction of your surplus equipment as successful as we have for many other Alabama, Mississippi, Florida, and Georgia counties, contractors, and equipment dealers in the past sales.

Sincerely,

D. W. Dean

Donnie W. Dean, Owner

Mississippi Auctioneer's License# 733 - Alabama Auctioneer's License# 907
Mississippi Auctioneer's Gallery License# 835F

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	_____	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	<u>\$ 40,926</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	<u>\$ 40,926</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	<u>\$ 40,926</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	<u>\$ 40,926</u>

* Please see attached
proposal *

Delivery date: _____

Name of company: Ritchie Bros Auctioneers

Mailing Address: 3017 Westmoreland Place

Telephone: 205-837-9033

Name: Wheeler P. Johnson Title: Territory Manager

Date: 5/2/12



May 2, 2102

Tuscaloosa County
714 Greensboro Ave
Tuscaloosa, Alabama 35402

Dear Mr. Lamb,

Thank you for the assistance provided to us during the inspection process that was necessary for us to provide you with the enclosed offers.

Ritchie Bros. proposes to sell your equipment by unreserved public auction at our yard in Jackson, Mississippi Auction June 29,2012.

Based upon current market conditions, we are pleased to offer Tuscaloosa County the following proposals for the disposal of this equipment.

NET Guarantee of Individual Items

- Ritchie Bros. would offer Tuscaloosa County an individual **NET guarantee** for the below listed equipment.
- Ritchie Bros Auctioneers would be responsible for the delivery of the equipment to our Jackson, Mississippi auction site. Equipment would be refurbished to a standard acceptable to both Ritchie Bros. and Tuscaloosa County The equipment would contain a minimum of 30% fuel and start, unassisted, at the turn of the key, with a minimum 50% or better tires.
- Ritchie Bros. Auctioneers to arrange and pay for the cost of transportation.
- Under this proposal, Ritchie Bros. would NET guarantee Tuscaloosa County the following:

1.	2007 Caterpillar 420E IT Loader Backhoe S/N: KMW02130	\$40,926
2.	2007 Caterpillar 420E IT Loader Backhoe S/N: KMW02142	\$40,926
3.	2007 Caterpillar 420E IT Loader Backhoe S/N: KMW02145	\$40,926
4.	2007 Caterpillar 420E IT Loader Backhoe S/N: KMW02148	\$40,926
- Ritchie Bros would make payment of the proceeds on sale day.
- This offer expires on November 2, 2012. All equipment must be available upon delivery of new units.

Ritchie Bros Auctioneers
115 Old Highway 49 South
Richland, Mississippi 39218

Net Guarantee Proposal on Package

- Under this proposal Ritchie Bros. would organize and undertake the auction sale along with equipment from other owners.
- Ritchie Bros Auctioneers would be responsible for the delivery of the equipment to our Jackson, Mississippi auction site. Equipment would be refurbished to a standard acceptable to both Ritchie Bros. and Conecuh County. The equipment would contain a minimum of 30% fuel and start, unassisted, at the turn of the key, with a minimum 50% or better tires.
- In order to maximize auction proceeds, it is important for both Tuscaloosa County and Ritchie Bros. to ensure the equipment appears as close as possible to the original machine.
- For the attached Schedule "A" list of equipment, Ritchie Bros. would **NET guarantee** auction proceeds of **One Hundred Sixty Three Thousand Seven Hundred and Four dollars (\$163,704.00)**.
- For auction proceeds achieved in excess of **One Hundred Eighty Eight Thousand dollars (\$188,000.00)**. Ritchie Bros. would share such excess proceeds with Tuscaloosa County on ninety/ ten basis (**90% to Tuscaloosa County and 10% to Ritchie Bros.**)
- **Participation in overage only on the award of all items in package.**
- Ritchie Bros. would make payment of the net proceeds on sale day. Any overage proceeds would be paid 21 days after the auction sale.
- This offer expires on November 2, 2012. All equipment must be available upon delivery of new units.

We thank you for the opportunity to submit our proposal and look forward to receiving your most positive response.

Sincerely yours,



Wheeler P Johnson
Territory Manager

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Bond No. 00105763912

KNOW ALL MEN BY THESE PRESENTS,


That we, RITCHIE BROS. AUCTIONEERS (AMERICA), INC., as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bound unto TUSCALOOSA COUNTY COMMISSION, ALABAMA, as Obligee, in the sum of NINETY-ONE HUNDRED Dollars (\$ 9,100.00), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as provide herein.

WHEREAS, the Principal has submitted or is about to submit a bid for proposal to the TUSCALOOSA COUNTY COMMISSION for the SALE OF FOUR BACKHOE LOADERS.

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and the Principal enters into a Contract with the Obligee in conformance with the terms of bid and provides such bond or bonds as may be specified in the bidding or Contract Documents, then this obligation is void; otherwise Principal and Surety will pay to the Obligee the difference between the amount the Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed and sealed this 24TH day of APRIL, 2012.

RITCHIE BROS. AUCTIONEERS (AMERICA), INC.



Witness

By:  _____ (Seal)
Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA



Witness

By:  _____ (Seal)
CATHERINE C. KEHOE, Attorney-in-Fact

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

EMILY G. LAPEYRE, LINDA C. SHEFFIELD, CONWAY C. MARSHALL, STEPHEN BEAHM,
R. TUCKER FITZ-HUGH, CLARK P. FITZ-HUGH, DARLENE A. BORNT, CATHERINE C. KEHOE,
KRISTINE DONOVAN, ELIZABETH K. WRIGHT

New Orleans, LA.

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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, 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 its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) 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, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of April 2012

Assistant Secretary

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	_____	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	<u>\$40,050 Purchase</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	<u>\$40,050 Purchase</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	<u>\$40,050 Purchase</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	<u>\$40,050 Purchase</u>

Delivery date: _____

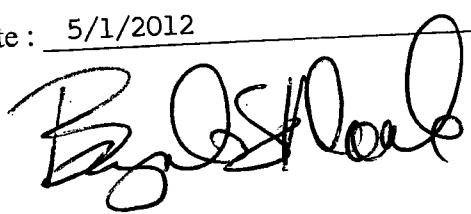
Name of company: J.M. Wood Auction Co, Inc.

Mailing Address: 3475 Ashley Road, Montgomery, Al 36108

Telephone: 334-264-3265

Name: Bryant S. Wood Title: Vice President

Date: 5/1/2012



PENNSYLVANIA NATIONAL
MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PA

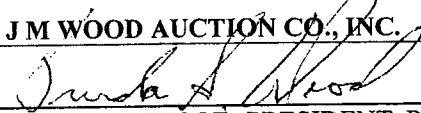
BID BOND

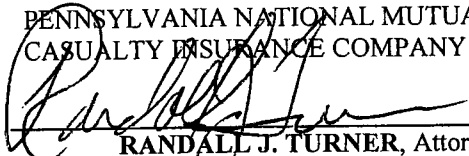
KNOW ALL MEN BY THESE PRESENTS: That **J M WOOD AUCTION CO., INC.**
3475 ASHLEY ROAD
MONTGOMERY, AL 36108, Principal,
and PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, Surety, are held and
firmly bound unto **TUSCALOOSA COUNTY COMMISSION**
714 GREENSBORO AVENUE, SUITE G-78, TUSCALOOSA, AL 35401, Obligee,
in the sum of **5% OF THE AMOUNT BID**
Dollars (**\$5% OF AMOUNT BID**)
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
PURCHASE OF 4 USED BACKHOES FROM TUSCALOOSA COUNTY COMMISSION

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages
which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall
be null and void; otherwise to remain in full force and effect. The Surety's liability shall not exceed the difference
between the first and second lowest bidder, or the amount of this bid bond, whichever is lower.

SIGNED, SEALED AND DATED this MAY 2, 2012.

J M WOOD AUCTION CO., INC.
By:  (Seal)
BRENDA S. WOOD, PRESIDENT, Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY
By: 
RANDALL J. TURNER, Attorney-In-Fact

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

POWER OF ATTORNEY

7646

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint YANCEY E. LOVELACE AND TERECE D. SHEHAN, BOTH OF BREWTON, ALABAMA (EACH) DALE A. TAYLOR OF TROY, ALABAMA (EACH) JULIE C. LIVINGSTON AND ROBBIE D. DUNCAN, BOTH OF MONTGOMERY, ALABAMA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf as surety as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF ONE MILLION DOLLARS (\$1,000,000.00)-----
ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF THE 31ST DAY OF May, 2014, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be affixed on May 18, 2009.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Karen C. Yarrish, Vice-President, Secretary & General Counsel

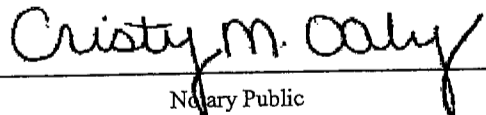


Commonwealth of Pennsylvania, County of Dauphin - ss:

On May 18, 2009, before me appeared Karen C. Yarrish to me personally known, who being by me duly sworn, did say that she resides in the Commonwealth of Pennsylvania, that she is Vice-President, Secretary & General Counsel of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, That she is the individual described in and who executed the preceding instrument, and that the seal affixed on said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

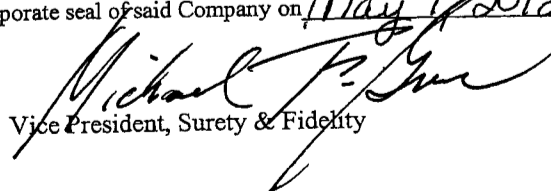


COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cristy M. Daly, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries


Notary Public

I, Michael F. Greer, Vice President, Surety & Fidelity of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on May 1, 2012.


Vice President, Surety & Fidelity

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	<u>No Bid</u>	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	_____

Delivery date: _____

Name of company: TRACTOR AND EQUIPMENT COMPANY

Mailing Address: 3820 GREENSBORO AVE TUSCALOOSA, AL 35405

Telephone: 205-752-0621

Name: JODY THOMAS Title: BRANCH MANAGER

Date: 4-3-12

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	<u>No Bid</u>	<u>No Bid</u>

BID ITEM	BASE BID
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	_____
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	_____

Delivery date: _____

Name of company: Cowin Equipment Company Inc.

Mailing Address: 2238 Pinson Valley Parkway Birmingham Al. 35217

Telephone: 850-685-7055

Name: John Edwards Title: Governmental Sales Manager

Date: 4-23-2012

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	2	_____	_____

BID ITEM	BASE BID
Trade-In, Individual Bid, or <u>Guaranteed Auctioneer Consignment Price</u> 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02130	\$ <u>36,480</u>
Trade-In, Individual Bid, or <u>Guaranteed Auctioneer Consignment Price</u> 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02142	\$ <u>38,280</u>
Trade-In, Individual Bid, or <u>Guaranteed Auctioneer Consignment Price</u> 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02145	\$ <u>36,480</u>
Trade-In, Individual Bid, or <u>Guaranteed Auctioneer Consignment Price</u> 2007 Caterpillar 420E (IT) Backhoe Loader, S.N. KMW02148	\$ <u>35,580</u>

Delivery date: N-A

Name of company: Iron Planet, Inc.

Mailing Address: 4695 Chabot Dr., Ste. 102, Pleasanton, CA 9458

Telephone: 256-759-7270

Name: Bob Winnette Title: Territory Mgr.

Date: 4-30-2012



April 30, 2012

Mr. Bobby Hagler
Tuscaloosa County Commission
714 Greensboro Avenue
Suite G-78
Tuscaloosa, AL 35401

Dear Mr. Hagler:

We are pleased to present to you IronPlanet's proposal for the equipment package that you recently provided. Following is a summary of our guarantee proposal and the associated terms and conditions.

Section I. Proposal

Guarantee Offer:

- IronPlanet believes the Market Value of this equipment to be \$165,000.
- IronPlanet will guarantee 100% of the Market Value of \$165,000 for the equipment on Schedule A (the "Gross Guarantee").
- To be deducted from the Gross Guarantee is a commission rate of 10% or \$16,500 and Listing Fees of \$1,680. **This would yield a minimum net guarantee of \$146,820.**
- Any sale proceeds above the Gross Guarantee figure of \$165,000 are to be split 80% - 20%, with 80% going to Seller and 20% to IronPlanet.
- Payment shall be made to Seller by wire transfer approximately fifteen (15) business days after the equipment is sold in auction.
- This Guarantee offer is valid for 5 days from date shown above.
- Notwithstanding use or non-use of Schedule A equipment, all pieces of equipment will be in as good or better condition as was viewed by IronPlanet when made available for final inspection and auction.
- Seller must complete any repairs required to bring the machines to a "functioning as intended" condition prior to final inspection by IronPlanet. Upon inspection, the equipment must have satisfactory fluid samples.

- All equipment must be cleaned and detailed prior to final inspection by IronPlanet.
- The Guarantee offer is contingent upon all of the equipment being made timely available for inspection and marketing in order to be sold in auction not later than May 31, 2012. *In the event that all of the equipment subject to this Guarantee is not made available within the described time period, the Guarantee amount (1) will need to be re-set and mutually agreed to on a good faith basis or, that failing, (2) the entire agreement will revert to a Straight Commission basis.*
 - o *“Timely”, as used herein, would mean the equipment is prepared for inspection by IronPlanet not later than three weeks prior to auction.*
- If the Seller for any reason knowingly withholds or misrepresents information regarding the condition of this equipment IronPlanet may consider this guarantee null and void.

Section II. Terms and Conditions

- The equipment on Schedule A shall remain at the Seller’s location following inspection by IronPlanet until it is sold.
- No equipment storage charges will be levied upon IronPlanet and/or its auction buyers by Seller for a period of up to thirty (30) business days following finalization of equipment sale at auction.
- If available, copies of the complete maintenance history records for this equipment will be given to IronPlanet as soon as possible prior to auction.
- *If these items of equipment have outstanding lien balances and/or a blanket lien and such liens are not removed three weeks prior to auction, then:*
 - o IronPlanet will make a determination as to whether or not the estimated auction proceeds accruing to your benefit will be sufficient to pay-off the lien holder or holders. If net estimated proceeds are not sufficient to pay-off the lien holders or IronPlanet cannot make a determination with available information, then IronPlanet will not prepare, nor inspect, nor sell your equipment at auction unless you pay to IronPlanet the estimated deficiency required to satisfy the lien balances.
 - o If the estimated auction proceeds accruing to your benefit are judged to be sufficient to pay-off the lien holder or holders, then IronPlanet will contact the lien holder or holders and request that they agree to remove such lien or liens upon payment of the outstanding balance. If, following auction, additional payments (to those arising from auction proceeds) are required

to satisfy the lien, you as Seller will be responsible for prompt payment of any remaining lien balances within twenty-four (24) hours of the close of the auction in which one or more of your pieces of equipment sell.

- Upon acceptance of one of the above of options, Seller will provide IronPlanet with, by item of equipment, the business name of any lien holder, the name and phone number of a contact person and the approximate amount owed. The attached Exhibit 1 and accompanying Schedule A can/should be used for this purpose.
- IronPlanet reserves the right to set all of the opening bids.
- Before an item can be sold in auction, it is the Seller's responsibility to ensure that all items of equipment shall have EPA stickers where required by operation of law and regulation pertaining to diesel, non-road engines subject to EPA certification and labeling requirements.

Section III. Responsibilities

IronPlanet's Responsibilities:

- Market your equipment through various means, which may include e-mail, industry periodicals, telemarketing and direct mail, incorporating any mailing lists that you may provide, as well as use of your company name in the marketing campaign.
- Provide you with a Confirmation of Sale listing equipment sold after each auction.
- Coordinate the detailed inspections of the equipment listed on Schedule A to assure accurate, timely and detailed inspections.
- IronPlanet reserves the right to divide the equipment into multiple auctions. To the extent that this is recommended, your concurrence would be sought in advance.

Seller's Responsibilities:

- Seller agrees to sell the equipment to the highest bidder with no bid – ins, no buy – backs and no one bidding for the Seller.
- Allow IronPlanet to utilize Seller's name as a Seller on its web site.
- Provide free and clear title for all units. See Exhibit 1.

- For any titled equipment, the Seller will provide IronPlanet with either signed original titles or a notarized Limited Power of Attorney ("LPOA") and unsigned original titles two weeks prior to auction. The LPOA will empower IronPlanet to sign in the name, place and stead of Seller any Certificates of Ownership issued by the Division of Motor Vehicles of the covering state. Failure to provide title(s) and/or LPOA will cause the impacted equipment to be placed on hold and will not be made available for auction until such documentation is provided.
- Maintain insurance on and store the machines listed on Schedule A through the end of the sale and units have shipped to the buyer.
- During regular business hours, provide access to buyers or common carriers to retrieve this equipment as it is sold.

This proposal incorporates by reference IronPlanet's standard terms and conditions which are located on our website and which were read and agreed to by you as a condition of registration. Except as may be otherwise provided herein, IronPlanet's standard terms and conditions shall apply.

Please review this proposal in detail and feel free to contact me if you have any questions regarding IronPlanet or any aspect of this proposal. While we feel this proposal is fair to both parties we also remain flexible to our customers needs. We welcome any suggestions or concerns you may have.

Sincerely,

Bob Winnette
Territory Manager
IronPlanet

Exhibit 1

Certification of Lien and Encumbrances

With the signature of this document, the signatory for Tuscaloosa County Commission certifies that all equipment listed on Schedule A is or shall be free of all liens and encumbrances prior to being placed in auction by IronPlanet and/or authorize IronPlanet to remit auction proceeds as might otherwise accrue to the benefit of Tuscaloosa County Commission to such lien holder(s).

If there are liens and they are not removed prior to auction, IronPlanet will pay any proceeds/overages from auction directly to the lien holder or holders in the case of multiple or blanket liens.

IronPlanet will contact the lien holder and request a lien removal upon payment of outstanding balance. Please be advised that IronPlanet will pay off the liens up to the amount received from the auction sale. If additional payments are required to satisfy the lien, you as a seller will be responsible for the prompt payment of any remaining lien balances.

By and for Tuscaloosa County Commission:

Seller's Signature

Seller's Title

Date

Are there any liens on the Equipment? YES _____ NO _____

If Yes, Please Provide Names of Lien Holders (Name, Address, Phone, Fax, Email)

1. _____
2. _____
3. _____
4. _____



Schedule A

Tuscaloosa County Commission, AL

April 30, 2012

Proposal #41187



Seller's Ref #	Location	Year	Make	Model	Serial #	Hours/ Miles	Insp?	Features	Repairs to be completed
1	Tuscaloosa, AL	2007	Caterpillar	420E IT	420ECKMMW02130	4,124	Full	Enclosed cab w/HT&A/C, 4X4, Extendahoe, quick coupler on both boom and dipper, 24" gp bucket, Aux. hyd's on dipper, Stiff arm thumb, 12.5X80-18ft, 19.5L-24 rears	Fluid levels to spec, Clean and detail functioning as intended
2	Tuscaloosa, AL	2007	Caterpillar	420E IT	420ECKMMW02142	4,095	Full	Enclosed cab w/HT&A/C, 4X4, Extendahoe, quick coupler on both boom and dipper, 24" gp bucket, Aux. hyd's on dipper, Stiff arm thumb 12.5X80-18ft, 19.5L-24 rears	Complete rt stabilizer repair, Fluid levels to spec, Clean and detail functioning as intended
3	Tuscaloosa, AL	2007	Caterpillar	420E IT	420ECKMMW02145	4,437	Full	Enclosed cab w/HT&A/C, 4X4, Extendahoe, quick coupler on both boom and dipper, 24" gp bucket, Aux. hyd's on dipper, Stiff arm thumb 12.5X80-18ft, 19.5L-24 rears	Fluid levels to spec, Clean and detail functioning as intended
4	Tuscaloosa, AL	2007	Caterpillar	420E IT	420ECKMMW02148	4,715	Full	Enclosed cab w/HT&A/C, 4X4, Extendahoe, quick coupler on both boom and dipper, 24" gp bucket, Aux. hyd's on dipper, Stiff arm thumb 12.5X80-18ft, 19.5L-24 rears	Fluid levels to spec, Clean and detail functioning as intended
			Totals	4	Units				

BID BOND

TUSCALOOSA COUNTY COMMISSION

(\$7,341.00)

Know all persons by these presents, That we IRONPLANET, INC., hereinafter referred to as the Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY, authorized to do business in the State of ALABAMA, hereinafter referred to as Surety, are held and firmly bound unto TUSCALOOSA COUNTY COMMISSION, ALABAMA, hereinafter referred to as the Obligee, in the sum of SEVEN THOUSAND THREE HUNDRED FORTY-ONE Dollars (\$7,341.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has submitted or is about to submit a proposal to Obligee on a contract for AUCTION services to sell FOUR BACKHOE LOADERS.

Now, Therefore, in the event the bid is accepted, the Principal will execute a contract in conformity to the invitation and its bid and the surety will provide a performance bond in an amount and form acceptable to the surety;

Or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, Sealed and Dated this 30th day of APRIL, 2012.

Principal

IRONPLANET, INC.

BY: Bonnie Waldron

Surety

International Fidelity Insurance Company

BY: Catherine C. Kehoe

CATHERINE C. KEHOE, Attorney-in-Fact

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

EMILY G. LAPEYRE, LINDA C. SHEFFIELD, CONWAY C. MARSHALL, STEPHEN BEAHM,
R. TUCKER FITZ-HUGH, CLARK P. FITZ-HUGH, DARLENE A. BORNT, CATHERINE C. KEHOE,
KRISTINE DONOVAN, ELIZABETH K. WRIGHT

New Orleans, LA.

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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, 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 its principal office.

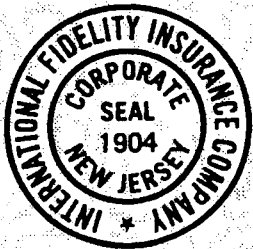
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) 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, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



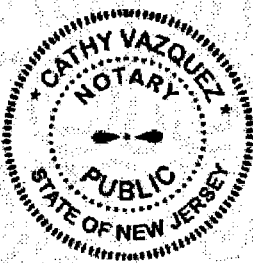
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of April 2012

Assistant Secretary

3-days from receipt of order

Delivery Time

GIL MANUFACTURING, INC

Company Name

807 OLIVER COURT, MONTGOMERY, AL. 36117

Address



Signature

04-21-2012

Date

334-284-8111 PHONE 334-284-8320 FAX

Telephone Number / Fax Number

BID SHEET
MOSQUITO SPRAY CHEMICAL

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	OMEGO MIST OSC (4-4)	\$25.28 PER GAL.	55 GALLONS
Permethrin 4 + 8	NO BID	NO BID	NO BID

ADD/ALTERNATE:

As an add/alternate a chemical that may be mixed with or diluted with water will be considered. Please state trade name and price per gallon or per pound.

Chemical/Trade Name	Bid Price (per pound or gallon please specify which)	Quantity per Container
OPTI MIST 30-30 ULV E.C.	\$180.82 PER GALLON	30 GALLON DRUM

We will put 1 Fillin' Station at you location on consignment until you purchase 10-30 gallon drums of Our Opti Mist 30-30 ULV E.C. and then you receive ownership of the Fillin' Station.

5-7 days after Purchase order
Delivery Time Received.

UNIVAR USA

Company Name

117 W Park Dr Suite 604

BIRMINGHAM, AL 35211

Address

Judy Gasmon

Signature

4/26/12

Date

205-942-0244 1-205-942-0390

Telephone Number / Fax Number

BID SHEET
MOSQUITO SPRAY CHEMICAL

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	KONTROL 4-4	16.95	30 gal DR
Permethrin 4 + 8	—	—	No Bid

ADD/ALTERNATE:


As an add/alternate a chemical that may be mixed with or diluted with water will be considered. Please state trade name and price per gallon or per pound.

Chemical/Trade Name	Bid Price (per pound or gallon please specify which)	Quantity per Container

2-3 days ARO
Delivery Time

Clarke Mosquito Control Products, Inc.
Company Name

110 E. Irving Park Rd., 4th Floor, Roselle, IL 60172
Address

 Danny Meyers
Signature

4/26/12
Date

800-323-5727 800-832-9344
Telephone Number / Fax Number

**BID SHEET
MOSQUITO SPRAY CHEMICAL**

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4	Biomist 4+4	\$30.00/gal	(30 gallon drm)
		\$30.00/gal	(55 gallon drm)
Permethrin 4 + 8	NO BID	NO BID	NO BID

ADD/ALTERNATE:

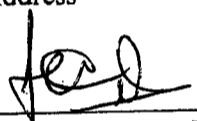
As an add/alternate a chemical that may be mixed with or diluted with water will be considered. Please state trade name and price per gallon or per pound.

Chemical/Trade Name	Bid Price (per pound or gallon please specify which)	Quantity per Container
Biomist 3+15	\$51.95/gal	55 gallon drm
MosquitoMaster 4+12	\$49.00/gal	55 gallon drm

One Day ARO
Delivery Time

ADAPCO, Inc
Company Name

550 Aero Lane Sanford, FL 32771
Address

 , Vice President
Signature Tom Wells

4/25/12
Date

PH:800-367-0659/ FX: 866-330-9888
Telephone Number / Fax Number

**BID SHEET
MOSQUITO SPRAY CHEMICAL**

Chemical	Trade Name	Bid Price (per gallon)	Quantity Per Container
Permethrin 4 + 4		\$19.62/gl	55 gallon drum
	Perm-X 4-4 UL	\$16.85/gl	275 gallon tote
Permethrin 4 + 8		\$36.00/gl	30 gallon drum
	Permanone 4-8 RTU	\$36.00/gl	275 gallon tote

ADD/ALTERNATE:

As an add/alternate a chemical that may be mixed with or diluted with water will be considered. Please state trade name and price per gallon or per pound.

Chemical/Trade Name	Bid Price (per pound or gallon please specify which)	Quantity per Container
Aqua Pursuit	\$159.00/gallon	30 gallon drum



GENERAL BID PACKAGE CONTENT:

OTHER ITEMS TO APPLY DEPENDENT ON INDIVIDUAL BID SPECIFICATIONS

1. ADAPCO KEY INFORMATION PAGE
2. ADAPCO CERTIFICATE OF LIABILITY INSURANCE
3. ADAPCO TAXPAYER ID FORM
4. MANUFACTURER SOLE SOURCE LETTERS
5. MANUFACTURER ALTOSID REBATE AVAILABLE! ALTOSID ALL CLEAR REWARD PROGRAM ENCLOSED IF **ALTOSID** ITEMS BID.
6. ADAPCO EQUIPMENT FFAST PUMP INFORMATION IF **AQUARESLIN 30 GL DRUMS** BID. FFAST PUMP PROVIDED FREE OF CHARGE.
7. BID TABULATIONS REQUIRED - SELF ADDRESSED STAMPED ENVELOPE ENCLOSED IF APPLICABLE OR EMAIL:
bids@myadapco.com
8. PRODUCT LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS)



ADAPCO HEADQUARTERS KEY INFORMATION

BID PACKAGES: bids@MyADAPCO.com

- **Bid Distribution to ADAPCO:**
 - **Email:** bids@MyADAPCO.com ADAPCO will gladly accept bids, (RFP, RFQ, etc, and/or bid results via email whenever this format is available.)
 - **Fax:** 866-330-9888
 - **Mail:** 550 Aero Ln, Sanford, FL 32771-6342
- **Bid Contact:** Kathy Russell, email: bids@MyADAPCO.com or phone (407) 328-6519. 550 Aero Ln, Sanford, FL 32771-6342
- **Bid Results Requirements:**
A tally of all vendor responses is required.
Please include each vendor's line item prices and which vendors were awarded each individual line item. Email bids@MyADAPCO.com or use enclosed stamped envelope provided. If your company provides website bid tabulations, please notify when award is finalized.

QUOTES (INFORMAL): quotes@MyADAPCO.com

Customers can email quote requests to quotes@MyADAPCO.com

ORDER INFORMATION: ADAPCO accepts orders:

- **Online:** www.MyADAPCO.com
- **Email:** orders@MyADAPCO.com
- **Fax:** 866.330.9888
- **Call:** 800.367.0659
- **Customer Service** is available to help with any orders or questions.

PAYMENT INFORMATION: Please send check payments to:

ADAPCO, INC.
PO BOX 116869
Atlanta, GA 30368-6869

Payment options include Check*, Mastercard, Visa, American Express or Wire Transfers (Please call for Wire Transfer Information)

WEBSITE: www.MyADAPCO.com

- View MSDS and Labels
- Find your Sales Representative and Inside Sales Representative
- View Product Information
- View Order History/Order On-line



CERTIFICATE OF LIABILITY INSURANCE

ADAPC-1

UP ID: JN

DATE (MM/DD/YYYY)
10/26/11

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).

PRODUCER McSweeney & Ricci Ins Ag Inc 420 Washington Street P.O. Box 850984 Braintree, MA 02185 SAD Dept mkt	781-848-8600	CONTACT NAME:	
	781-843-8807	PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insurance Company State PA	NAIC # 19429
		INSURER B: Chartis Specialty Insurance Co	26883
		INSURER C: Commerce & Industry	19410
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Adapco, Inc & Specialty
Professional Products Inc.
550 Aero Lane
Sanford, FL 32771

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
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab \$1 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EG2508464	11/01/11	11/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA4464339	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EGU2508466	11/01/11	11/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 001655096	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)
Mosquito Control Chemical Distribution

CERTIFICATE HOLDER	EVIDEN1	CANCELLATION
Evidence Of Coverage		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 <i>June E. Smith</i>

**SAND ROAD
PROJECT BID SHEET**

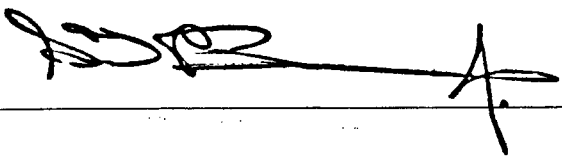
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
BITUMINOUS TREATMENT TYPE "A" (Contingency Item)	14,670	SYCIP	*0.68	*9,975.60
BASE PROCESSING	55	Roadbed Station	*340.00	*18,700.00
TOTAL BID				<u>* 28,675.60</u>

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

Company Name: ST Bunn Construction Co., Inc

Mailing Address: 1904 University Blvd
Tuscaloosa, Al. 35401

Telephone: 205-752-8195

Name: 

Title: President

Date: May 2, 2012

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal;
ST BONN CONSTRUCTION CO., INC., _____, as Surety are hereby
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 10% OF BID AMOUNT NTE \$10,000 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:

Project: Sand Road Base Processing 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 2 day of MAY, 20 12, the name and corporate representative, pursuant to authority of its governing body.

Witness:
Kay A. Burn

Principal:
ST BONN CONSTRUCTION CO., INC. (Seal)

By: [Signature]

Title: PRES.

Surety:

WESTERN SURETY COMPANY (Seal)

By: [Signature]

Title: ATTORNEY-IN-FACT

ATTEST:

[Signature]

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Robert W Poellnitz Jr, Carrie Hickman, Rick Manasco, Walter Wayne Guy, Robert Gerald Plott, W Geoffrey Plott, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of July, 2011.



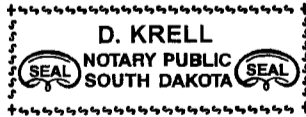
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of July, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2 day of MAY, 2012



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR
(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of ALABAMA

County of TUSCALOOSA

Before me, a notary public, personally appeared ROBERT NICHOLS (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as TREASURER (state position) for ST BURN CONSTRUCTION CO. INC. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

[Signature] Signature of Affiant

Sworn to and subscribed before me this 1st day of May, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public

9-13-15

RESOLUTION

WHEREAS, the Tuscaloosa County Commission supports efforts to improve and enhance the quality of life for residents of the County and is eligible to apply for funds under the Community Development Block Grant Program (Community Enhancement Fund) as administered by the Alabama Department of Economic and Community Affairs: and

WHEREAS, a public hearing as well as other community meetings were held to solicit input from County residents regarding various proposed eligible projects under the grant program; and

WHEREAS, upon review of the proposed projects the determination has been made that there exists a need for the construction of the HOLT COMMUNITY SENIOR ACTIVITY CENTER PROJECT to serve citizens in the Holt community of Tuscaloosa County;


NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the preparation and submission of a 2012 Community Development Block Program Community Enhancement Fund application requesting \$250,000.00 in grant funds which will provide a portion of the estimated construction cost of \$407,335.00;

BE IT FURTHER RESOLVED that \$157,335.00 in the form of cash match will be provided by the Tuscaloosa County Commission as a statement of local commitment to the project and that W. Hardy McCollum, Chairman is hereby authorized to execute all required documents related to the submission of the application;

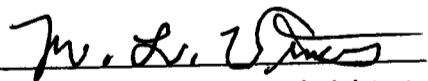
ALSO BE IT RESOLVED that, upon approval of the grants funds, the Tuscaloosa County Commission will provide \$37,587.00 in additional funds, separate and apart from the grant program budget, to provide for the professional services which will be required.

Approved and adopted this the 2nd day of May, 2012

SEAL


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

Attest:


Melvin L. Vines, County Administrator
Tuscaloosa County Commission