

TUSCALOOSA COUNTY COMMISSION

MEETING

June 6, 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 Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of invoice in the amount of \$5,000.00 from Burk-Kleinpeter for design services on the Upper Tyro Creek Bridge Replacement Project.

Exhibit 6-1, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve a payment request of \$11,745.00 from Carroll's Creek Water Authority to the following for water line relocation at the Old Jasper Road Bridge Replacement Project (over Gin Creek):

Tommy Beasley Construction Co., Inc. \$5,975.00  
McGiffert and Associates, LLC \$5,770.00

Exhibit 6-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution for the purpose of milling and resurfacing a 1.9-mile segment of Crescent Ridge Road, which has been approved as an ATRIP (Alabama Transportation Rehabilitation and Improvement Program) project by the Alabama Department of Transportation.

Exhibit 6-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution accepting streets in Maplewood Subdivision for maintenance.

Exhibit 6-4, Page

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to post the speed limit on Sexton Bend Road at 35 MPH.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the following bids that meet specifications. Bidding firms are as follows:

PURCHASE OF TWO TILT DECK EQUIPMENT TRAILERS

Tractor and Equipment Co. - NO BID  
Econoline Trailers, Inc. - \$17,685.00 each  
Palfleet Truck Equipment - NO BID  
Warrior Tractor & Equipment Co., Inc. - \$22,730.00 each  
Thompson Tractor Co., Inc. - \$25,390.00 each

PURCHASE OF FOUR BACKHOE TRAILERS

Tractor and Equipment Co. - NO BID  
Econoline Trailers, Inc. - \$12,850.00 each  
Palfleet Truck Equipment - NO BID  
Thompson Tractor Co., Inc. - \$20,010.00 each  
Warrior Tractor & Equipment Co., Inc. - \$17,982.00 each

Exhibit 6-5, Page

Bids for the Dry Creek Road Drainage Project were opened and referred to County Engineer Bobby Hagler for appropriate action. The bidding firms are as follows:

Ryan Shirley, Inc. - \$348,380.00  
Dominion Construction Co., Inc. - \$262,333.40  
CaMar Construction Co., Inc. - \$233,771.08  
REV Construction, Inc. - \$207,940.00  
GFC Construction, Inc. - \$202,882.10

Exhibit 6-6, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution accepting the Industrial Access Grant for Wallace Ferry/Blackburn Road Project #IAR-063-000-022 and to authorize the Chairman to execute the various documents for the project.

Exhibit 6-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept a state appropriation from the office of Representative John Merrill in the amount of \$2,000.00 for the West Alabama Youth Football Association.

Exhibit 6-8, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to declare 10 units of the Sheriff's Office fleet surplus property and to return the vehicles to the Engineering Department as follows:

Unit #U125 2006 Ford Crown Victoria VIN 130724  
Unit #U272 1998 Ford F-150 Pickup VIN A86521  
Unit #U169 2005 Dodge Durango VIN 561117  
Unit #U150 2005 Dodge Durango VIN 541012  
Unit #U166 2005 Dodge Durango VIN 563243  
Unit #U132 2006 Ford Crown Victoria VIN 130721  
Unit #U148 2006 Ford Crown Victoria VIN 130716  
Unit #U221 2004 Dodge Intrepid VIN 609396  
Unit #U115 2005 Dodge Durango VIN 561119  
Unit #U180 2008 Ford Crown Victoria 152751

Exhibit 6-9, Page

Probate Judge W. Hardy McCollum presented a 30-year service pin to Deputy Mark Weaver and thanked him for his dedicated service to Tuscaloosa County.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize County Attorney Robert Spence to contact property owners of two dilapidated structures in the county and give him the authority to begin condemnation proceedings if necessary:

Former Big Al's Chevron on Highway 43 North  
Former Tierce Country Store on Highway 69 North

Commissioner Don Wallace's motion to amend the Road and Bridge budget to add \$1,500,000.00 for plant mix and to allow the Engineering Department to work with each district on allocating it was seconded by Commissioner Bobby Miller. Commissioner Don Wallace's motion to amend to include the proposal for an engineering study on Highway 69 South but not to exceed the \$1,500,000.00 was accepted by Commissioner Bobby Miller and passed unanimously.

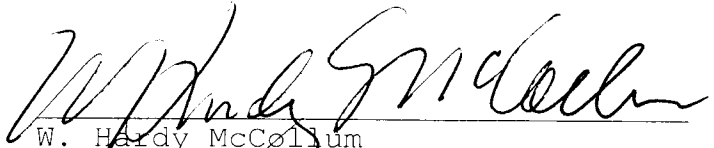
Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution providing Tuscaloosa County's participation in the "Severe Weather Preparedness Sales Tax Holiday" as authorized by Act No. 2012-256, beginning at 12:01 a.m. on July 6, 2012 and ending at 12:00 midnight on Sunday, July 8, 2012, the first full weekend of July in 2012.

Exhibit 6-10, Page

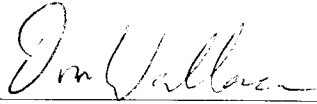
Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize evaluation for abatement for the following structures in order to move forward with the condemnation process:

4324 68<sup>th</sup> Avenue  
3828 Willow Lane

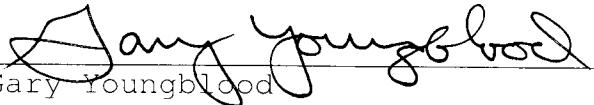
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, June 20, 2012.



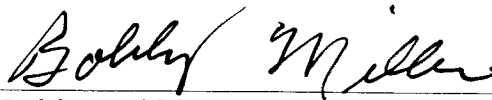
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

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

WILLIAM R. BURK, JR., 1912-1986

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



OVER 100 YEARS OF SERVICE

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE

VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

January 31, 2012

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

Tuscaloosa County Misc. Bridge Replacements

Invoice #8

BKI Job No. TU.11.006

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

**PAYMENT REQUEST NO.8**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<b><u>Jay Creek Bridge</u></b>				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
<b><u>Upper Tyro Creek</u></b>				
DESIGN SERVICES	\$51,000.00	34%	\$ 22,195.00	\$ 5,000.00
SURVEY SERVICES	\$8,050.00	93%	\$ 7,500.00	\$ -
<b><u>Rock Castle Creek</u></b>				
DESIGN SERVICES	\$25,500.00	80%	\$ 20,405.00	\$ -
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	<b>\$133,150.00</b>		<b>\$ 58,150.00</b>	<b>\$ 5,000.00</b>

PREVIOUSLY INVOICED: \$ (53,150.00)

AMOUNT DUE: \$ 5,000.00

BKI INVOICE: 50847

**RECEIVED**

MAY 29 2012

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT



**Carroll's Creek Water Authority  
14462 Firehouse Road  
Northport, AL 35475**

May 22, 2012

Mr. Bobby Hagler, County Engineer  
Attn: Mr. Mike Henderson  
Tuscaloosa County Public Works  
P. O. Box 2089  
Tuscaloosa, AL 35403

Re: Old Jasper Road Over Gin Branch  
Water Main Replacement  
TCP 63-19-09

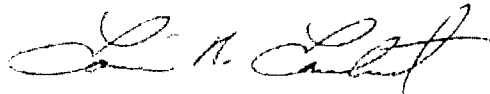
Dear Mr. Hagler:

Please find attached the invoices approved and paid by Carroll's Creek Water Authority for the first phase (abandonment of line on existing bridge) of the project. We request reimbursement at this time for the amount as shown:

• Tommy Beasley Construction Co., Inc.	\$ 5,975.00
• McGiffert and Associates, LLC	<u>\$ 5,770.00</u>
Total Amount	\$11,745.00

Yours truly,

CARROLL'S CREEK WATER AUTHORITY



Louis N. Lambert, Chairman

Attachments





TOMMY BEASLEY CONSTRUCTION CO. INC.  
 P.O. BOX 70515  
 TUSCALOOSA, AL. 35405

# Invoice

Invoice Date	Invoice #
5/14/2012	24283

<b>Bill To</b>
CARROLLS CREEK WATER AUTHORITY

Equipment	Hours	Work Date	ORDERED BY
		Rate	Amount
GIN BRANCH WATER MAIN RELOCATION PHASE I  FIELD TICKET #34727 LOCATION GIN BRANCH		5/14/2012 5,975.00	DARRELL 5,975.00
<b>Total</b>			\$5,975.00

APPROVED FOR PAYMENT:  
 McGIFFERT AND ASSOCIATES, LLC

By: *Darrell*  
 Date: May 22, 2012



REMIT PAYMENT TO:  
 McGIFFERT AND ASSOCIATES LLC  
 P.O. BOX 20559  
 TUSCALOOSA, AL 35402-0559

NUMBER	DATE	PROJECT NUMBER	APPROVED
1	5/22/2012	093124	DAH
			<i>[Signature]</i>

Work Completed Thru 5/6/12

Carroll's Creek Water Authority  
 14462 Firehouse Road  
 Northport, AL 35475

Re: Old Jasper Road Over Gin Branch  
 Water Main Replacement  
 TCP 63-19-09

- Preliminary Engineering \$ 1,200.00
- Engineering Design (40% of \$6,900.00) 2,760.00
- Resident Observation  
 Construction Technician, 15.00 hrs. @ \$94.00/hr. 1,410.00
- Construction Contract Management (50% of \$800.00) 400.00

**Total Amount Due \$ 5,770.00**

K:\wpdata\Bills\2012\5-May 2012\CCWA-Old Jasper Road.xls

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

## RESOLUTION

County of Tuscaloosa  
State of Alabama

Project No.: TCP 63-04-12  
Functional Classification No. 16

WHEREAS, the Commission of Tuscaloosa, County, Alabama, is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the Tuscaloosa County Road System and described as follows:

Milling and Resurfacing a 1.9 mile segment of Crescent Ridge Road which is a four lane Urban Minor Arterial located in Sections 9, 16, and 21 of Township 21 South, Range 10 West.

WHEREAS, Tuscaloosa County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

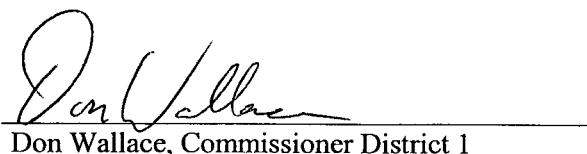
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Approved this 6th, day of June, 2012 by the Tuscaloosa County Commission.

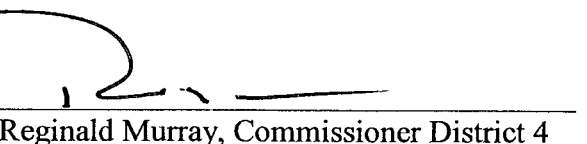
  
W. Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

  
Gary Youngblood, Commissioner District 2

  
Don Wallace, Commissioner District 1

  
Bobby Miller, Commissioner, District 3

  
Reginald Murray, Commissioner District 4

**RESOLUTION ACCEPTING STREETS IN  
MAPLEWOOD SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Maplewood Subdivision are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 6th day of June 2012 by the TUSCALOOSA COUNTY COMMISSION.

  
W. Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

Seal

**Bid Submission Sheet  
Tilt Deck Equipment Trailers**

Base Bid for each trailer \$ No Bid

Total Bid for two trailers \$ \_\_\_\_\_

Name of Company: TRACTOR AND EQUIPMENT Co.

Mailing Address: 3820 GREENSBORO AVE - TUSCALOOSA AL 35405

Telephone: 205-752-0621

Name: JODY THOMASOW

Title: BRANCH MANAGER

Date: MAY 24, 2012

Specify Delivery Date: \_\_\_\_\_

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**

**Bid Submission Sheet  
Tilt Deck Equipment Trailers**

Base Bid for each trailer \$ 17,685.<sup>00</sup>

Total Bid for two trailers \$ 35,370.<sup>00</sup>

Name of Company: Econoline Trailers Inc.

Mailing Address: PO Box 609 Double Springs AL 35553

Telephone: (205) 489-5318

Name: Joe Laseter

Title: Sales

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

Specify Delivery Date: 30 days From P.O.

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**

Econoline Model # DP2425TA

Note: • This price does not include state  
or FET TAX.

- Our tilt top 24 Ton Trailer has a 40" deck height.
- It comes with one cushion cylinder.

NOTICE TO PURCHASER  
THE PURCHASE OF AN INDEMNITY BOND WILL  
BE REQUIRED BEFORE AN OFFICIAL CHECK  
OF THIS BANK WILL BE REPLACED OR  
REFUNDED IN THE EVENT IT IS LOST,  
MISPLACED OR STOLEN.



**Traders & Farmers Bank**  
10 BLAKE DRIVE  
P. O. BOX 99  
DOUBLE SPRINGS, AL 35553

076898


61-199/622

DATE 05-31-2012

PAY TO THE ORDER OF TUSCALOOSA COUNTY COMMISSION

\$1,768.00

The sum of 1,768 and 00/100ths

 DOLLARS

# CASHIER'S CHECK

REMITTER ECONOLINE TRAILERS  
*Amanda Blum*

⑈076898⑈ ⑆062201999⑆ 0204007069⑈

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: CSU0013000 Effective date: 08/19/2011  
 Named Insured: Econoline Trailers, Inc.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>1,000</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>2,000,000</u>	

**FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:**  
 Refer to Forms and Endorsements Schedule CSIA 406

**COMMERCIAL GENERAL LIABILITY PREMISES SCHEDULE :** Refer to CSGA 403

**COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE:** Refer to CSGA 408

Premium is subject to annual audit:  Yes  No TOTAL DEPOSIT PREMIUM \$ 18,447



POLICY NUMBER: CSU0013000

PREVIOUS POLICY NUMBER: CSU0013000

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. BOX 145496, CINCINNATI, OH 45250-5496  
513-870-2000

A stock insurance company

**COMMON POLICY DECLARATIONS**

**NAMED INSURED AND MAILING ADDRESS:**

Econoline Trailers, Inc.

Refer to Named Insured Schedule CSIA 409  
PO BOX 609  
DOUBLE SPRINGS AL 35553

**PRODUCER - Your contact for matters pertaining to this policy:** 01-108

Harris Insurance, Inc.  
1400 Pinson Valley Pkwy  
Birmingham AL 35217-2324

Broker: 298741  
CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 08/19/2011 To 08/19/2012 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

Individual  Partnership  Corporation  Joint Venture  Limited Liability Company  Other

**Business Description:** Trailer Manufacturer

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	DEPOSIT PREMIUM	PREMIUM
Commercial General Liability		\$ 18,447.00
Terrorism Risk Insurance Extension Act		Excluded
	<b>TOTAL POLICY PREMIUM</b>	\$ 18,447.00
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25% OF TOTAL POLICY PREMIUM.</b>		
Surplus Lines Taxes		\$ 1,106.82
Stamping Fee		N/A
Other Taxes or Fees		N/A
	<b>TOTAL</b>	\$ 19,553.82

Premium is subject to annual audit:  Yes  No

**NOTICE TO POLICYHOLDER:**

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by:

*Matt Kelz*  
(Authorized representative or countersignature, where applicable)

Date

11-11-11

#### LIMITED WARRANTY

1. We warrant each new Econoline trailer we manufacture against defects in material and workmanship for one (1) year from the date of its sale by an Econoline dealer, except for trailer axles which are only warranted for ninety (90) days from the date of such sales.
2. This warranty applies to defects in material and workmanship existing on the date of sale by an Econoline dealer and therefore does not apply to: (a) wear and tear resulting from normal use or exposure to the elements; (b) neglect, lack of maintenance, accident, abnormal operation, improper attachment to the towing vehicle, misuse or abuse of the product; (c) alteration or use of accessories or parts not manufactured or approved by us for use with the product; or (d) repair of this product by a person other than us or our authorized representative.
3. Reasonable access to the product must be provided for warranty service. This warranty does not apply to: (a) hauling, towing or storage charges; (b) telephone, living or rental expenses; (c) down time, inconvenience, loss of use, loss of income or consequential damages; and (d) removal, storage or disposition of any cargo necessary for access to the product.
4. Claim should be made under this warranty by delivering the product, unloaded, for inspection to our factory or to an Econoline dealer previously designated by us for this purpose.
5. Our obligation under this Warranty is limited to repairing or replacing such defective parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship covered by this warranty.
6. All incidental and/or consequential damages are excluded from this warranty. Warranties of merchantability and fitness are excluded from this warranty. Implied warranties are limited to the life of this warranty. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
7. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.
8. Econoline Trailers, Inc. will not warranty rental trailers.

ECONOLINE TRAILERS INC.  
Double Springs, AL 35553 (205) 489-5318

W. HARDY McCOLLUM  
CHAIRMAN

MELVIN L. VINES  
COUNTY ADMINISTRATOR

WILLIAM M. LAMB  
CHIEF FINANCIAL OFFICER



## COUNTY COMMISSION

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

MEMBERS  
DON WALLACE  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## NO BID

PALFLEET TRUCK EQUIPMENT  
2490 PINSON VALLEY PKWY.  
BIRMINGHAM, AL 35217

*DAVID PULASKI*

May 21, 2012

Buckner Trailers  
Trailboss Trailers, Inc.  
Econoline Trailers  
Tubb Equipment  
West Alabama Recycling

Fontaine Truck & Equipment  
Warrior Tractor  
Trail-EZE  
Tractor & Equipment Company

Interstate Trailers  
Thompson Tractor  
Flint Equipment  
Cleveland Trailer

Gentlemen:

Tuscaloosa County will accept bids for the purchase of two (2) tilt deck equipment trailers until **9:00 a.m., Wednesday, June 6, 2012**. The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, 714 Greensboro Avenue, Suite G-78, Tuscaloosa, AL 35401, or brought to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, June 6, 2012.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise – MAIL EARLY – overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

Handwritten signature of William M. Lamb in black ink.

W.M. Lamb  
Chief Financial Officer

WML: lmw

Enclosures

Copy: Bobby Hagler  
File

**Bid Submission Sheet  
Tilt Deck Equipment Trailers**

Interstate Trailer - Model 40TDL

Base Bid for each trailer \$ 22,730.00

Total Bid for two trailers \$ 45,460.00

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: June 6, 2012

Specify Delivery Date: 8 to 10 weeks from receipt of order

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**



**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

- (2) Interstate Model 40TDL Trailers
- (4) Interstate Model 40DLA Trailers

**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 June 6, 2012.

Warrior Tractor & Equipment Co., Inc.

By: [Signature] Principal (Seal)

Western Surety Company

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

[Signature]  
LICENSED RESIDENT AGENT  
STATE OF ALA.



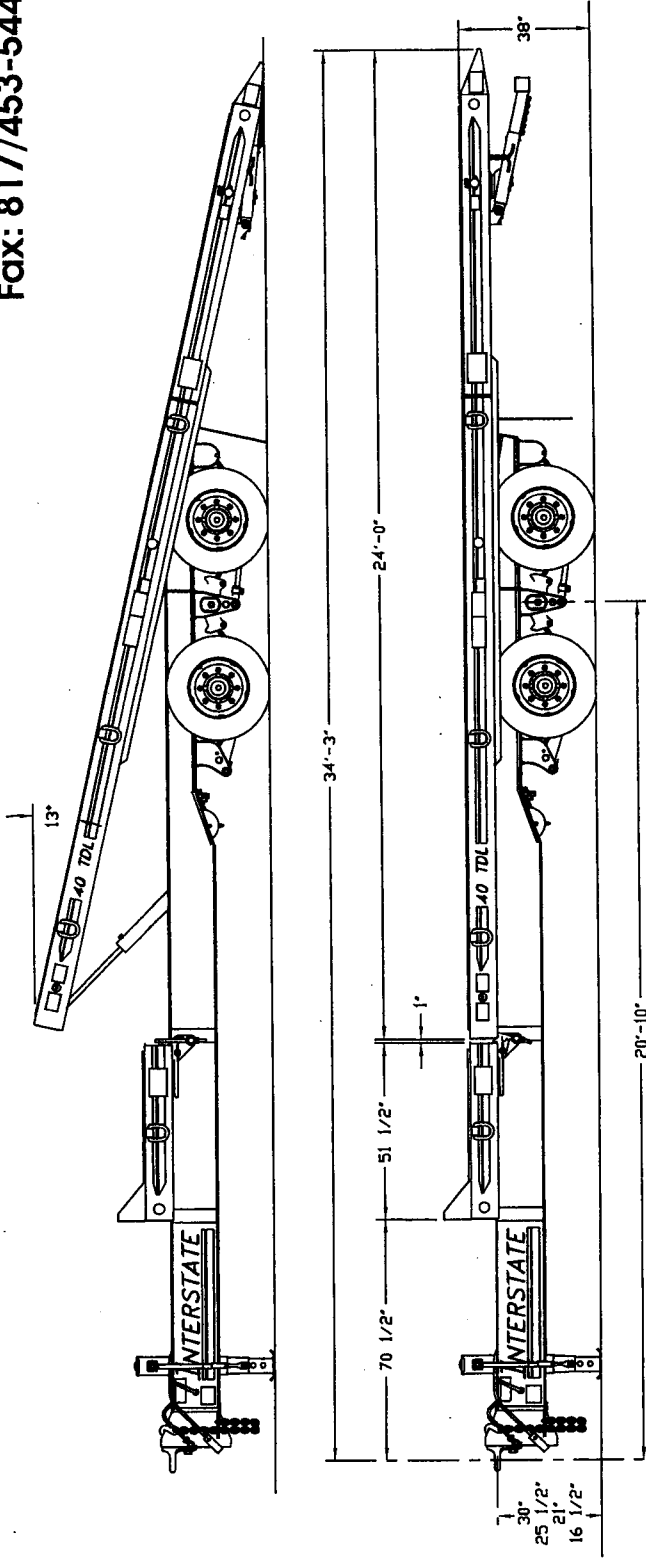
TRAILERS, INC. 1101 HERITAGE PARKWAY MANSFIELD, TEXAS 76063

Visit our Web site at [www.interstatetrailers.com](http://www.interstatetrailers.com)

817/453-5402

800/433-5384

Fax: 817/453-5445



## MODEL 40TDL

<b>CAPACITY:</b>	40,000# @ 55 MPH	<b>Crossmembers:</b>	Tilt Bed - S6' x 12.5# A572 Gr.50 High Tensile
<b>Trailer Weight:</b>	10,000#	<b>Chassis:</b>	4' x 4' Rectangular Tube A500B (2) 22,500#
<b>Overall Length:</b>	34' 3"	<b>Heavy Duty Axles:</b>	12 1/4" x 7 1/2" Air - ABS Spring Parking Brakes on both Axles
<b>Overall Width:</b>	102"	<b>Heavy Duty Brakes:</b>	Hutch 9700
<b>Tilt Deck Length:</b>	24' 0"	<b>Heavy Duty Suspension:</b>	(8) 215/75R x 17.5 - 16Ply Radials
<b>Stationary Deck:</b>	51 1/2"	<b>Tires:</b>	8 Hole, Hub Piloted Steel Disc
<b>Platform Height:</b>	38"	<b>Heavy Duty Wheels:</b>	LED Lights and Sealed, Modular Wiring Harness, ICC & DOT Approved
<b>Decking:</b>	2" Nominal Hardwood	<b>Lights &amp; Electric:</b>	25,000# Two Speed Jack
<b>Hitch:</b>	Adjustable Pintle Eye	<b>Heavy Duty Jack:</b>	
<b>Main Rails:</b>	Tilt Bed W-8" x 15# A572		
<b>Chassis:</b>	Gr 50 High Tensile W14" x 26# A572 Gr 50 High Tensile		

Your **INTERSTATE** Dealer Is

Interstate Trailers, Inc. reserves the right to change design, material and/or specifications without notice and without incurring any obligation to such changes.

**Interstate model 40TDL**

General description:	40,000 lb. capacity tag-along trailer with tilting platform and stationary deck.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	40,000 lbs. at 55 M.P.H. (G.V.W.R. 48,400 lbs.)	Axles:	(2) Dexter 22,500 lb. capacity with oil bath hubs.
Overall length:	34'-3"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" tilting platform, 4' stationary deck.	Wheels:	8 Hole Hub Piloted
Deck width:	8'-6"	Tires:	215/75R17.5, (H)
Deck height:	38" unloaded	Safety latch:	Cantilever / U-bolt style with tension adjustment.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams chassis: (2) W14" x 26 lbs. per ft., grade 50 Hi-tensile. Mainbeams tilt platform: (2) W8" x 15 lbs. per ft., grade 50 Hi-tensile. Crossmembers tilt platform: S6" I-beam x 12.5 lbs. per ft., grade 50 Hi-tensile on 22" centers. Siderails: C8" x 13.75 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000lb., 2 speed landing leg
Headboard:	8" x 3" rectangular tube, full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Underride guard:	Meets "National Highway Traffic Safety Administration" mandates FMVSS-223 & FMVSS-224.	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

**Factory Installed Options:**

- |  |   |
|--|---|
| <input type="checkbox"/> Air operated deck latch:            | <input type="checkbox"/> Additional deck length:            |
| <input checked="" type="checkbox"/> 235/75R17.5, (H) tires:  | <input type="checkbox"/> Additional tie down rings:         |
| <input checked="" type="checkbox"/> Lockable tool box lid:   | <input type="checkbox"/> Stake pockets & rubrail:           |
| <input type="checkbox"/> Spare tire & wheel:                 | <input type="checkbox"/> 3" safety rail:                    |
| <input type="checkbox"/> Spare tire carrier:                 | <input checked="" type="checkbox"/> Delete stationary deck: |
| <input type="checkbox"/> Dual 2 speed landing gear:          |   |
| <input type="checkbox"/> Wood in lieu of traction paths: N/C |   |

**Misc. options:**

- Expanded metal tray pan:
- 4S2M anti-lock brakes:
- 
- 
-

# **INTERSTATE** TRAILERS, Inc.

DATE: \_\_\_\_\_  
ORIG. PURCH. \_\_\_\_\_

SERIAL NO. \_\_\_\_\_  
MODEL NO. \_\_\_\_\_

## **LIMITED WARRANTY**

**Interstate Trailers, Inc.** warrants each new vehicle manufactured by us to be free from defects in material and workmanship under normal use and service for a period of one year from date of delivery to the original purchaser.

Our obligation under this warranty is to replace free of charge, FOB our factories or at our dealers place of business, any part proven defective within the time limit of this warranty. **Interstate Trailers must receive immediate notification of a defect and must give written authorization before any repairs are made.**

Interstate Trailers' warranty does **NOT** cover: (1) New products which have been operated in excess of rated capacities, (2) Misuse or accidents, (3) Vehicles which have been altered, modified or repaired in any manner not authorized by our company, (4) Second hand or used vehicle. In no way will Interstate Trailers be held liable for consequential damages such as rentals of substitute vehicles, loss of profits or other commercial losses or for damage by flood, fire or act of God.

Suspension alignments required as a result of a manufacturing deficiency are covered for 30 days after delivery to end user. Thereafter, all adjustments will be considered owner maintenance responsibility.

Further, new vehicle tires are warranted by their respective manufacturers and are not warranted by Interstate Trailers. Interstate Trailers will handle disposition of warranties on all other purchased components such as axles, suspensions, wheels and other purchased parts in conjunction with their respective manufacturers, and under the terms of their respective warranty policies.

Interstate Trailers, Inc. reserves the right to make changes in design and changes or improvements upon its equipment without imposing obligations upon itself to install the same upon its products theretofore manufactured.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE.**

### **Customer Registration Required By Law**

Federal regulations require motor vehicle manufacturers to maintain a record of original owners of their equipment. Our Warranty Registration fulfills this requirement. Please make every effort to complete this document.

1101 Heritage Parkway • Mansfield, Texas 76063 • 800-433-5384





**Bid Submission Sheet  
Tilt Deck Equipment Trailers**

Base Bid for each trailer                    \$ 25,390.00

Total Bid for two trailers                \$ 50,780.00

Name of Company: THOMPSON TRACTOR CO., INC.

Mailing Address: 3550 Joe Mallisham Parkway, Tuscaloosa, AL 35401

Telephone: (205) 247-2800

Name: Kirk Kelly 

Title: Sales Representative

Date: 6-6-12

Specify Delivery Date: 16 Weeks from Order Date

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**



## THE COMPLETE TRAILER LINE MANUFACTURER

### TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

#### WARRANTY:

Trail King Industries, Inc. warrants that trailer model: \_\_\_\_\_, Serial number: \_\_\_\_\_ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

#### *Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)*

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule. This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components		One Year 100%		

#### *Trail King Dump Series:*

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

TRAIL KING Industries, Inc. • P.O. Box 1064 • Mitchell, SD 57301-7064 USA • 605-843-3324 • Fax: 605-936-4727 • www.trailking.com

(continued from front...)

**Trail King Pneumatic Bulkier Series:**

All Trail King manufactured components	One Year 100%		
Frame, Struts, Vessel	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%

**Trail King Live Bottom Series:**

The period of warranty is set forth as follows

**Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):**

I. Gear box, Motor and Drive Shaft, and Individual Chain Strands Only					
	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
II. Trail King manufactured components.		Year 1		100%	
This excludes all hopper sheets.		Year 2		75%	

**Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):**

I. Chain, Gear box, Motor and Drive shaft.		Year 1		100%	
II. Components Manufactured by Trail King.		Year 1		100%	
		Year 2		75%	

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

**LIMITATION OF LIABILITY:** Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

**LIMITATION OF REMEDY:** In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011

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. 223007

Certificate No. 004680889

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

Bruce S. Denson, Debbie Death Boggs, Henry Grantland Rice III, Thomas J. Bole, Robert Berman, Sharon E. Griffith, and Andy Dentremont

of the City of Birmingham, State of Alabama, 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 6th day of January, 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 6th day of January, 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

**Bid Submission Sheet  
Backhoe Trailers**

Base Bid for each trailer \$ No Bid

Total Bid for four trailers \$ \_\_\_\_\_

Name of Company: TRACTOR AND EQUIPMENT CO.

Mailing Address: 3820 GREENSBORO AVE TUSCALOOSA, AL 35465

Telephone: 205-752-0621

Name: JODY THOMAS

Title: BRANCH MANAGER

Date: 5-24-12

Specify Delivery Date: \_\_\_\_\_

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**

Bid Submission Sheet  
Backhoe Trailers

Base Bid for each trailer \$ 12,850.<sup>00</sup>

Total Bid for four trailers \$ 51,400.<sup>00</sup>

Name of Company: Econoline Trailers INC.

Mailing Address: PO Box 609 Double Springs AL 35553

Telephone: (205) 489-5318

Name: Joe Laseter

Title: Sales

Date: 5/31/12

Specify Delivery Date: 30 days of P.O.#

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**

Econoline Model # DP2024DA

Note: This price does not include  
State tax or FET tax.

NOTICE TO PURCHASER  
THE PURCHASE OF AN INDEMNITY BOND WILL  
BE REQUIRED BEFORE AN OFFICIAL CHECK  
OF THIS BANK WILL BE REPLACED OR  
REFUNDED IN THE EVENT IT IS LOST,  
MISPLACED OR STOLEN.



**Traders & Farmers Bank**  
10 BLAKE DRIVE  
P. O. BOX 99  
DOUBLE SPRINGS, AL 35553

076899

61-199/622

DATE 05-31-2012

PAY TO THE ORDER OF TUSCALOOSA COUNTY COMMISSION

\$2,570.00

DOLLARS

The sum of Two thousand five hundred and no/100ths



# CASHIER'S CHECK

REMITTER ECONOLINE TRAILERS  
*Amanda Blewius*

MP  
⑆076899⑆ ⑆062201999⑆ 0204007069⑆



**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: CSU0013000 Effective date: 08/19/2011  
 Named Insured: Econoline Trailers, Inc.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>1,000</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ <u>2,000,000</u>

**FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:**  
 Refer to Forms and Endorsements Schedule CSIA 406

**COMMERCIAL GENERAL LIABILITY PREMISES SCHEDULE :** Refer to CSGA 403

**COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE:** Refer to CSGA 408

Premium is subject to annual audit:  Yes  No **TOTAL DEPOSIT PREMIUM \$ 18,447**

POLICY NUMBER: CSU0013000

PREVIOUS POLICY NUMBER: CSU0013000

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. BOX 145496, CINCINNATI, OH 45250-5496  
513-870-2000

A stock insurance company

**COMMON POLICY DECLARATIONS**

**NAMED INSURED AND MAILING ADDRESS:**

Econoline Trailers, Inc.

Refer to Named Insured Schedule CSIA 409  
PO BOX 609  
DOUBLE SPRINGS AL 35553

**PRODUCER - Your contact for matters pertaining to this policy:** 01-108

Harris Insurance, Inc.  
1400 Pinson Valley Pkwy  
Birmingham AL 35217-2324

Broker: 298741

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

Policy Period: From 08/19/2011 To 08/19/2012 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

Individual  Partnership  Corporation  Joint Venture  Limited Liability Company  Other

**Business Description:** Trailer Manufacturer

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	DEPOSIT PREMIUM	PREMIUM
Commercial General Liability		\$ 18,447.00
Terrorism Risk Insurance Extension Act		Excluded
	<b>TOTAL POLICY PREMIUM</b>	<b>\$ 18,447.00</b>
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25% OF TOTAL POLICY PREMIUM.</b>		
Surplus Lines Taxes		\$ 1,106.82
Stamping Fee		N/A
Other Taxes or Fees		N/A
	<b>TOTAL</b>	<b>\$ 19,553.82</b>

Premium is subject to annual audit:  Yes  No

**NOTICE TO POLICYHOLDER:**

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law.

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: Matt Kelz Date 11-11-11  
(Authorized representative or countersignature, where applicable)

#### LIMITED WARRANTY

1. We warrant each new Econoline trailer we manufacture against defects in material and workmanship for one (1) year from the date of its sale by an Econoline dealer, except for trailer axles which are only warranted for ninety (90) days from the date of such sales.
2. This warranty applies to defects in material and workmanship existing on the date of sale by an Econoline dealer and therefore does not apply to: (a) wear and tear resulting from normal use or exposure to the elements; (b) neglect, lack of maintenance, accident, abnormal operation, improper attachment to the towing vehicle, misuse or abuse of the product; (c) alteration or use of accessories or parts not manufactured or approved by us for use with the product; or (d) repair of this product by a person other than us or our authorized representative.
3. Reasonable access to the product must be provided for warranty service. This warranty does not apply to: (a) hauling, towing or storage charges; (b) telephone, living or rental expenses; (c) down time, inconvenience, loss of use, loss of income or consequential damages; and (d) removal, storage or disposition of any cargo necessary for access to the product.
4. Claim should be made under this warranty by delivering the product, unloaded, for inspection to our factory or to an Econoline dealer previously designated by us for this purpose.
5. Our obligation under this Warranty is limited to repairing or replacing such defective parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship covered by this warranty.
6. All incidental and/or consequential damages are excluded from this warranty. Warranties of merchantability and fitness are excluded from this warranty. Implied warranties are limited to the life of this warranty. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
7. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.
8. Econoline Trailers, Inc. will not warranty rental trailers.

ECONOLINE TRAILERS INC.  
Double Springs, AL 35553 (205) 489-5318

W. HARDY McCOLLUM  
CHAIRMAN

MELVIN L. VINES  
COUNTY ADMINISTRATOR

WILLIAM M. LAMB  
CHIEF FINANCIAL OFFICER



## COUNTY COMMISSION

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

MEMBERS  
DON WALLACE  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## NO BID

PALFLEET TRUCK EQUIPMENT  
2490 PINSON VALLEY PKWY.  
BIRMINGHAM, AL 35217

*DAVID PHARIS*

May 21, 2012

Buckner Trailers  
Trailboss Trailers, Inc.  
Econoline Trailers  
Tubb Equipment  
West Alabama Recycling

Fontaine Truck & Equipment  
Warrior Tractor  
Trail-EZE  
Tractor & Equipment Company

Interstate Trailers  
Thompson Tractor  
Flint Equipment  
Cleveland Trailer

Gentlemen:

Tuscaloosa County will accept bids for the purchase of two (4) backhoe trailers until **9:00 a.m., Wednesday, June 6, 2012**. The enclosed specifications and bid form were compiled by the County Engineering Department. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, 714 Greensboro Avenue, Suite G-78, Tuscaloosa, AL 35401, or brought to the County Commission Office, Room G78, in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, June 6, 2012.

Please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package to assure that your bid is delivered to the correct office.

A word to the wise – MAIL EARLY – overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

Handwritten signature of William M. Lamb.

W.M. Lamb  
Chief Financial Officer

WML:lmw

Enclosures

Copy: Bobby Hagler  
File

**Bid Submission Sheet  
Backhoe Trailers**

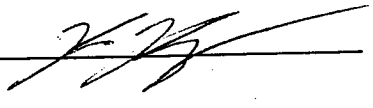
Base Bid for each trailer \$ 20,010.00

Total Bid for four trailers \$ 80,040.00

Name of Company: Thompson Tractor Co., Inc.

Mailing Address: 3550 Joe Mallisham Parkway, Tuscaloosa, AL 35401

Telephone: (205) 247-2800

Name: Kirk Kelly 

Title: Sales Representative

Date: 6-6-12

Specify Delivery Date: 16 Weeks from Order Date

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**



## THE COMPLETE TRAILER LINE MANUFACTURER

### TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

#### WARRANTY:

Trail King Industries, Inc. warrants that trailer model: \_\_\_\_\_, Serial number: \_\_\_\_\_ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

#### Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components			One Year 100%	

#### Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

TRAIL KING Industries, Inc. • P.O. Box 1064 • Mitchell, SD 57301-7064 USA • 800.843.3324 • Fax: 605.996.4727 • www.trailking.com

(continued from front...)

**Trail King Pneumatic Bulker Series:**

All Trail King manufactured components	One Year 100%
Frame, Struts, Vessel	Year 1 - 100%    Year 2 - 75%    Year 3 - 50%

**Trail King Live Bottom Series:**

The period of warranty is set forth as follows

**Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):**

I	Gear box, Motor and Drive Shaft, and Individual Chain Strands Only				
	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
II	Trail King manufactured components.	Year 1	100%		
	This excludes all hopper sheets.	Year 2	75%		

**Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):**

I	Chain, Gear box, Motor and Drive shaft.	Year 1	100%
II	Components Manufactured by Trail King.	Year 1	100%
		Year 2	75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

**LIMITATION OF LIABILITY:** Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

**LIMITATION OF REMEDY:** In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011

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. 223007

Certificate No. 004680892

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

Bruce S. Denson, Debbie Death Boggs, Henry Grantland Rice III, Thomas J. Bole, Robert Berman, Sharon E. Griffith, and Andy Dentremont

of the City of Birmingham, State of Alabama, 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 6th day of January, 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 6th day of January, 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



**Bid Submission Sheet  
Backhoe Trailers**

Interstate Trailer- Model 40DLA


Base Bid for each trailer \$ 17,982.00

Total Bid for four trailers \$ 71,928.00

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: June 6, 2012

Specify Delivery Date: 6 to 8 weeks from receipt of order

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**



**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-----, Obligee,

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 Obligee on a contract for

- (2) Interstate Model 40TDL Trailers
- (4) Interstate Model 40DLA Trailers

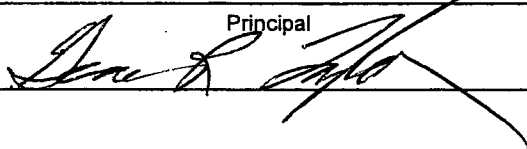
**NOW, THEREFORE,** if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall 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 void; otherwise to remain in full force and effect.

Signed, sealed and dated June 6, 2012.

Warrior Tractor & Equipment Co., Inc.

Principal

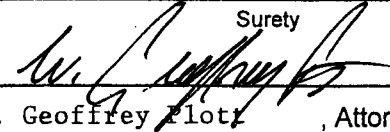
By:


 (Seal)

Western Surety Company

Surety

By:

 (Seal)  
W. Geoffrey Plotz, Attorney-in-fact

  
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, Walter Wayne Guy, Rick Manasco, Carrie Hickman, 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 18th day of July, 2011.



WESTERN SURETY COMPANY

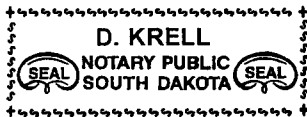
*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th 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 6th day of June, 2012.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

# INTERSTATE

CONTINUOUS PIERCED  
MAIN BEAM WITH  
INTERLOCKING  
CROSSMEMBERS  
SYSTEM

SEALED BEAM  
ELECTRICAL SYSTEM

THE  
DEFINITION  
OF VALUE

HEAVY DUTY AIR  
BRAKES

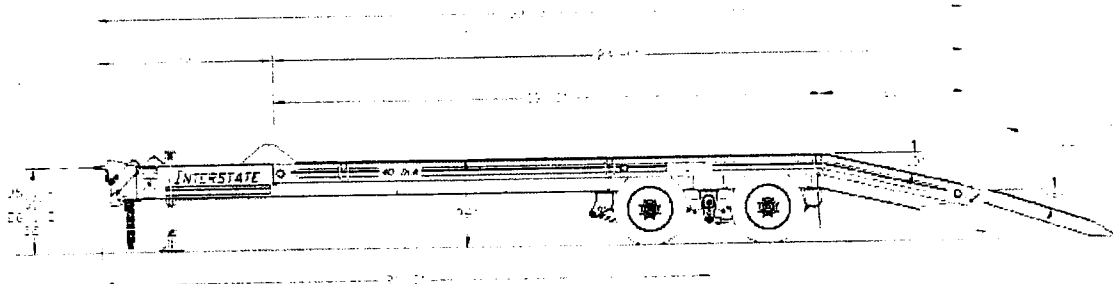
HEAVY DUTY SPRING  
SUSPENSION

FRONT HEAD  
BOARD STOP

UNDERCOATED

**INTERSTATE** TRAILERS, INC. 1101 HERITAGE PARKWAY MANSFIELD, TEXAS 75070  
Visit our Web site at [www.interstatetrailers.com](http://www.interstatetrailers.com)

817/453-5402  
800/433-5384  
FAX 817/453-5445



## MODEL 40DLA

CAPACITY 40,000# @ 65 MPH  
Tare Weight 7,574#  
Overall Length 30' 0"  
Overall Width 96" (102")  
Platform Length 24' 0"  
Platform Height 36"  
Dovetail Length 60"  
Ramp Length 60"  
Ramp Width 22' 0"  
Decking 2" Nominal Hardwood

Main Rails  
Crossmembers  
Heavy Duty Axles  
Heavy Duty Brakes  
Heavy Duty Suspension  
Tires  
Heavy Duty Wheels  
Light & Electric  
High  
Heavy Duty Jack

W-11 x 24 x 5/16 101 50 High Tensile  
4130 I-Beam 45/2 101 50 High Tensile  
21 22 5/16  
12 1/2 x 1 1/2 Air - ABS  
FRONT  
68" 2 1/2 7/8 x 1 1/2 4 - 1/2 Ply Road  
8 Hole Flat Pinned  
Sealed Beam System (DC) 2.0  
DOT Approved  
Adjustable Pintle Eye  
25,000 lb., 2 Speed

Your **INTERSTATE** Dealer Is

Interstate Trailers, Inc. reserves the right to change design, material, color, specification, without notice and without liability to the extent of such changes.

**Interstate model 40DLA - Standard Specification**

General description: 40,000 lb. capacity tag-along trailer with beavertail & ramps.  
Load capacity: 40000 lbs. at 55 M.P.H. (G.V.W.R. 47,350 lbs.)  
Overall length: 30'-0"  
Deck length: 24'-0" (19'-0" flat deck + 5'-0" beavertail)  
Deck width: 8'-6"  
Deck height: 36" unloaded  
Frame construction: Pierced mainbeam construction with one piece interlocking crossmembers.  
Mainbeams: W14" x 22 lbs. per ft., grade 50 Hi-tensile.  
Crossmembers: 6" I-beam x 3.7 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member.  
Siderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.  
Headboard: 8" channel, full width of trailer.  
Decking: 2" nominal oak secured to crossmembers with 5/16" torque screws.  
Standard paint: Black acrylic enamel.  
(Optional colors available)  
Rust prohibitive undercoating.

Suspension: Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.  
Axles: (2) Dexter 22,500 lb. capacity with oil bath hubs.  
Brakes: 12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.  
Wheels: 8 hole, hub piloted steel disc.  
Tires: 215/75R17.5, (H)  
Ramps: 60" x 22" wood-filled with spring assist.  
Jack: 25,000 lb. 2 speed, side crank.  
Hitch: 4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.  
Tie downs: (8) heavy duty D-rings, 4 per side.  
Lights: 12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

**Factory Installed Options:**

N/C

- |  |  |
|--|--|
| <input type="checkbox"/> Paver package (6' beavertail + 6' ramps): | <input type="checkbox"/> Additional deck length: _____     |
| <input checked="" type="checkbox"/> 235/75R17.5, (H) tires:        | <input type="checkbox"/> Additional tie down rings: _____  |
| <input checked="" type="checkbox"/> Lockable tool box lid:         | <input type="checkbox"/> Stake pockets & rubrail:          |
| <input type="checkbox"/> Spare tire & wheel:                       | <input type="checkbox"/> 3" safety rail:                   |
| <input type="checkbox"/> Spare tire carrier:                       | <input type="checkbox"/> Bucket well in beavertail:        |
| <input type="checkbox"/> Dual 2 speed landing gear:                | <input type="checkbox"/> Vertical ramp storage:            |
| <input type="checkbox"/> Angle iron traction on ramps: N/C         | <input type="checkbox"/> 8' x 3' electric/hydraulic ramps: |
| <input type="checkbox"/> Self-cleaning traction dovetail: N/C      |  |

**Misc. options:**

- Expanded metal tray pan:
- 4S2M anti-lock brakes:
- Two way ramp spring assist:
-

# **INTERSTATE** TRAILERS, Inc.

DATE: \_\_\_\_\_  
ORIG. PURCH. \_\_\_\_\_

SERIAL NO. \_\_\_\_\_  
MODEL NO. \_\_\_\_\_

## **LIMITED WARRANTY**

**Interstate Trailers, Inc.** warrants each new vehicle manufactured by us to be free from defects in material and workmanship under normal use and service for a period of one year from date of delivery to the original purchaser.

Our obligation under this warranty is to replace free of charge, FOB our factories or at our dealers place of business, any part proven defective within the time limit of this warranty. **Interstate Trailers must receive immediate notification of a defect and must give written authorization before any repairs are made.**

Interstate Trailers' warranty does **NOT** cover: (1) New products which have been operated in excess of rated capacities, (2) Misuse or accidents, (3) Vehicles which have been altered, modified or repaired in any manner not authorized by our company, (4) Second hand or used vehicle. In no way will Interstate Trailers be held liable for consequential damages such as rentals of substitute vehicles, loss of profits or other commercial losses or for damage by flood, fire or act of God.

Suspension alignments required as a result of a manufacturing deficiency are covered for 30 days after delivery to end user. Thereafter, all adjustments will be considered owner maintenance responsibility.

Further, new vehicle tires are warranted by their respective manufacturers and are not warranted by Interstate Trailers. Interstate Trailers will handle disposition of warranties on all other purchased components such as axles, suspensions, wheels and other purchased parts in conjunction with their respective manufacturers, and under the terms of their respective warranty policies.

Interstate Trailers, Inc. reserves the right to make changes in design and changes or improvements upon its equipment without imposing obligations upon itself to install the same upon its products theretofore manufactured.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE.**

### **Customer Registration Required By Law**

Federal regulations require motor vehicle manufacturers to maintain a record of original owners of their equipment. Our Warranty Registration fulfills this requirement. Please make every effort to complete this document.

1101 Heritage Parkway • Mansfield, Texas 76063 • 800-433-5384

Client#: 1331914

13INTERTRA

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
01/30/2012

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

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


<b>PRODUCER</b> BB&T Pruden Insurance Services 201 W Waugh Street Suite 400 P.O. Box 308 Dalton, GA 30720	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 706 278-1149      FAX (A/C, No): 888-751-3007 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Chubb Custom Insurance Company      38989 INSURER B : Great American E&S Insurance Co      37532 INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Interstate Trailers Inc 1101 Heritage Parkway Mansfield, TX 76063		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			79578644	02/01/2012	02/01/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> BI/PD Ded:10000						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UM123521902	02/01/2012	02/01/2013	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$5,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input checked="" type="checkbox"/> RETENTION \$10000						WC STATUTORY LIMITS	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Interstate Trailers, Inc. FOR INFO ONLY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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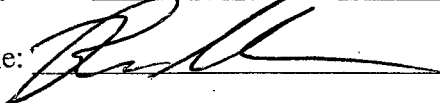
Alternate Number 1	Water Main Relocation	1	Lump Sum	\$92,680 <sup>00</sup>	92,680 <sup>00</sup>
	<b>Total Bid</b>				\$748,380. <sup>00</sup>

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: RYAN SHIRLEY, INC.

Mailing Address: 6425 5<sup>th</sup> STREET NORTHPORT, AL 35476

Telephone: 205.330.1803

Name: 

Title: PRESIDENT

Date: JUNE 6, 2012



REVISED DRY CREEK ROAD PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	Lump Sum	<u>\$13,900<sup>00</sup></u>	<u>\$13,900<sup>00</sup></u>
2	Saw cut and remove asphalt for trench excavation	1	Lump Sum	<u>\$9,000<sup>00</sup></u>	<u>\$9,000<sup>00</sup></u>
3	28.5 x 18" RCAP storm sewer installed, bedded and backfilled as per detail (depth 0' - 7')	658	L.F.	<u>\$192<sup>50</sup></u>	<u>\$126,665<sup>00</sup></u>
4	48" diameter precast manhole risers installed, bedded and backfilled as per detail	47	V.F.	<u>\$41<sup>50</sup></u>	<u>\$1,950<sup>50</sup></u>
5	Manhole frame and cover as per details	8	Each	<u>\$3,000<sup>00</sup></u>	<u>\$24,000</u>
6	Asphalt patching all backfilled trenches as per detail	1	Lump Sum	<u>\$25,000<sup>00</sup></u>	<u>\$25,000</u>
7	Remove 3 existing driveway culverts, install 92 L.F. 28.5" x 18" RCAP culverts and restore drives to original condition	1	Lump Sum	<u>\$7,200<sup>00</sup></u>	<u>\$7,200<sup>00</sup></u>
8	Remove portion of existing 18" RCP storm drain pipe located at Sta. 0+00	1	Lump Sum	<u>\$3,500<sup>00</sup></u>	<u>\$3,500<sup>00</sup></u>
9	Concrete side ditches installed as per detail	1	Lump Sum	<u>\$27,000<sup>00</sup></u>	<u>\$27,000<sup>00</sup></u>
10	Class 2 Rip rap installed at locations shown on plans	80	Tons	<u>\$42<sup>00</sup></u>	<u>\$3,360<sup>00</sup></u>
11	Erosion Control, seeding and mulching all disturbed areas	1	Lump Sum	<u>\$4,000<sup>00</sup></u>	<u>\$4,000<sup>00</sup></u>
	Subtotal				<u>\$245,575<sup>00</sup></u>
	Water Service Relocation	1	Lump Sum	<u>\$10,125<sup>00</sup></u>	<u>\$10,125<sup>00</sup></u>



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER MAIN RELOCATION**

BID SCHEDULE

5/24/2012

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1,600	l.f.	8" PVC Class 200 Water Main	\$17.00	\$27,200.00
2	300	l.f.	6" PVC Class 200 Water Main	\$15.45	\$4,635.00
3	300	l.f.	3" PVC Class 200 Water Main	\$12.15	\$3,645.00
4	200	l.f.	2" PVC Class 200 Water Main	\$9.00	\$1,800.00
5	400	l.f.	3/4" Type K Copper Service Tubing	\$11.50	\$4,600.00
6	8	each	5/8" x 3/4" Domestic Service (No Meter)	\$750.00	\$6,000.00
7	8	each	Domestic Service Reconnect Customer	\$350.00	\$2,800.00
8	1	each	6"x 6" Tapping Sleeve and Valve with Valve Box	\$2,500.00	\$2,500.00
9	1	each	6"x 3" Tapping Sleeve and Valve with Valve Box	\$2,150.00	\$2,150.00
10	3	each	8" Valve with Valve Box	\$1,850.00	\$5,550.00
11	1	each	2" Wheel Valve with Valve Box	\$6,500.00	\$6,500.00
12	2	each	Fire Hydrant Assembly (Includes 6" Valve and Valve Box)	\$3,200.00	\$6,400.00
13	1	l.s.	Road Crossing No. 1 (60 l.f. 12"x0.250" Wall Steel Casing)	\$3,900.00	\$3,900.00
14	1	l.s.	Road Crossing No. 2 (Bore, No Casing)	\$4,200.00	\$4,200.00
15	6	each	Main Connection	\$725.00	\$4,350.00
16	2	each	Main Capping (Permanent)	\$400.00	\$800.00
17	4	each	Temporary Capping for Testing	\$950.00	\$3,800.00
18	1	l.s.	Testing and Disinfecting	\$3,500.00	\$3,500.00
19	100	ton	Rip-Rap (Class 2)	42.00	\$4,200.00
<b>Total Base Bid</b>				<b>\$</b>	<b>92,680.00</b>

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: RYAN SHURLEY, INC. Date: JUNE 6, 2012  
 By: [Signature] Address: 6425 5th STREET  
 Title: PRESIDENT NORTHPORT, AL 35476  
 AL Contractor's License No.: 20976 Phone: 205-330-1903



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER SERVICES RELOCATION**

BID SCHEDULE  
 4/25/2012

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	250	l.f.	3/4" Type K Copper Service Tubing	\$ 11.90	\$ 2875.00
2	5	each	5/8" x 3/4" Domestic Service (No Meter)	\$ 750.00	\$ 5500.00
3	5	each	Domestic Service Reconnect Customer	\$ 350.00	\$ 1750.00
Total Base Bid				\$	10,125.00

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file and Section 02605 (attached) at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: RYAN SHIRLEY, INC Date: JUNE 6, 2012  
 By: [Signature] Address: 6425 5th STREET  
 Title: PRESIDENT TUSCALOOSA, AL 35476  
 AL Contractor's License No.: 20976 Phone: 205-330-1803

STATE OF ALABAMA



LICENSE NO: 20976  
TYPE: RENEWAL

BID LIMIT: U  
AMOUNT: UNLIMITED

# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

RYAN SHIRLEY INC

NORTHPORT, AL 35476

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

H/R-R-S: RAILROADS, HS: HIGHWAYS AND STREETS, MU-S: SEWER PROJECTS, MU-S: WATER PROJECTS

until

June 30, 2012

when this Certificate expires.

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

day of June, 2011

SECRETARY-TREASURER

CHAIRMAN

71300

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY        )

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_,  
Ryan Shirley, Inc., as Principal;  
and Western Surety Company, as Surety are hereby  
held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the  
County, in the sum of Five Percent of Bid Dollars  
( \$ 57\*\*\*\*\* ) 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:

**Dry Creek Road Drainage 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 6th day of June, 2012, the name and corporate representative, pursuant to authority of its governing body.

Witness:

*[Signature]*

Principal:

Ryan Shirley, Inc. (Seal)

By: *[Signature]*

Title: PRESIDENT

Surety:

Western Surety Company (Seal)

By: *[Signature]*

Carrie Hickman  
Attorney-In-Fact

Title: \_\_\_\_\_

ATTEST:

*[Signature]*

*[Signature]*  
**LICENSED RESIDENT AGENT**  
**STATE OF AL**

**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 23rd day of January, 2012.



WESTERN SURETY COMPANY

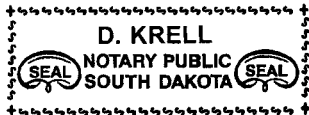
*Paul T. Bruflat*

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 6th day of June, 2012.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Alternate Number 1	Water Main Relocation	1	Lump Sum	<u>70,569.00</u>	<u>70,569.00</u>
	<b>Total Bid</b>				<u>\$262,333.40</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: Dominion Construction Co. Inc.

Mailing Address: PO Box 70, Duncanville, AL 35456

Telephone: 205-342-2030

Name: 

Title: Michael Free  
President

Date: June 6, 2012



**REVISED DRY CREEK ROAD PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	Lump Sum	<u>2500.00</u>	<u>2,500.00</u>
2	Saw cut and remove asphalt for trench excavation	1	Lump Sum	<u>34,703.00</u>	<u>34,703.00</u>
3	28.5 x 18" RCAP storm sewer installed, bedded and backfilled as per detail (depth 0' - 7')	658	L.F.	<u>112.30</u>	<u>73,893.40</u>
4	48" diameter precast manhole risers installed, bedded and backfilled as per detail	47	V.F.	<u>129.00</u>	<u>6,063.00</u>
5	Manhole frame and cover as per details	8	Each	<u>360.00</u>	<u>2,880.00</u>
6	Asphalt patching all backfilled trenches as per detail	1	Lump Sum	<u>5,600.00</u>	<u>5,600.00</u>
7	Remove 3 existing driveway culverts, install 92 L.F. 28.5" x 18" RCAP culverts and restore drives to original condition	1	Lump Sum	<u>12,000.00</u>	<u>12,000.00</u>
8	Remove portion of existing 18" RCP storm drain pipe located at Sta. 0+00	1	Lump Sum	<u>500.00</u>	<u>500.00</u>
9	Concrete side ditches installed as per detail	1	Lump Sum	<u>46,000.00</u>	<u>46,000.00</u>
10	Class 2 Rip rap installed at locations shown on plans	80	Tons	<u>30.00</u>	<u>2,400.00</u>
11	Erosion Control, seeding and mulching all disturbed areas	1	Lump Sum	<u>2,000.00</u>	<u>2,000.00</u>
	Subtotal				\$188,539.40
	Water Service Relocation	1	Lump Sum	<u>3,225.00</u>	<u>3,225.00</u>



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER SERVICES RELOCATION  
 BID SCHEDULE  
 4/25/2012**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	250	lf	3/4" Type K Copper Service Tubing	5.00	1,250.00
2	5	each	5/8" x 3/4" Domestic Service (No Meter)	3.00	1,500.00
3	5	each	Domestic Service Reconnect Customer	95.00	475.00
<b>Total Base Bid</b>				<b>\$ 3,225.00</b>	

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file and Section 02605 (attached) at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: Dominion Construction Co Inc. Date: June 6, 2012  
 By: *[Signature]* Address: PO Box 70  
Duncanville, AL 35456  
 Title: President  
 AL Contractor's License No.: 44290 Phone: 205-342-2030  
205-345-6130 fax



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER MAIN RELOCATION  
 BID SCHEDULE  
 5/24/2012**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1,600	l.f.	8" PVC Class 200 Water Main	17.00	27,200.00
2	300	l.f.	6" PVC Class 200 Water Main	12.50	3,750.00
3	300	l.f.	3" PVC Class 200 Water Main	6.90	2,070.00
4	200	l.f.	2" PVC Class 200 Water Main	3.80	760.00
5	400	l.f.	3/4" Type K Copper Service Tubing	4.90	1,960.00
6	8	each	5/8" x 3/4" Domestic Service (No Meter)	280.00	2,240.00
7	8	each	Domestic Service Reconnect Customer	13.00	104.00
8	1	each	6"x 6" Tapping Sleeve and Valve with Valve Box	2,225.00	2,225.00
9	1	each	6"x 3" Tapping Sleeve and Valve with Valve Box	1,360.00	1,360.00
10	3	each	8" Valve with Valve Box	835.00	2,505.00
11	1	each	2" Wheel Valve with Valve Box	235.00	235.00
12	2	each	Fire Hydrant Assembly (Includes 6" Valve and Valve Box)	2,330.00	4,660.00
13	1	l.s.	Road Crossing No. 1 (60 l.f. 12"x0.250" Wall Steel Casing)	5,300.00	5,300.00
14	1	l.s.	Road Crossing No. 2 (Bore, No Casing)	1,200.00	1,200.00
15	6	each	Main Connection	1,200.00	7,200.00
16	2	each	Main Capping (Permanent)	850.00	1,700.00
17	4	each	Temporary Capping for Testing	400.00	1,600.00
18	1	l.s.	Testing and Disinfecting	2,000.00	2,000.00
19	100	ton	Rip-Rap (Class 2)	25.00	2,500.00
<b>Total Base Bid</b>				<b>\$ 70,569.00</b>	

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided:  
 Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: Dominion Construction Co. Inc. Date: June 6, 2012  
 By: *Millie* Address: PO Box 70  
Duncanville, AL 35456  
 Title: President  
 AL Contractor's License No.: 44290 Phone: 205-342-2030; 345-6130 fax

## BEST MANAGEMENT PRACTICES PLAN CERTIFICATION

I certify that I am aware of the Best Management Practices for the prevention and minimization of nonpoint sources of pollution in storm water runoff contained and described in documents listed below. I certify that all appropriate pollution abatement/prevention facilities, and structural and nonstructural BMPs, as described in these documents, or County approved equivalent BMPs will be implemented and maintained as needed at the facility in accordance with good engineering practices and ADEM regulations under the guidance of a qualified pollution prevention/control professional. I understand that full implementation and regular maintenance of the BMPs will be requirements for coverage under the general permit. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment for knowing violations. I understand that, at the signing of the bid proposal, I become a co-permittee with the County if awarded the contract. I also agree to indemnify the County for any damages or expenses incurred by the County out of the construction of said project.

1. ALABAMA NONPOINT SOURCE MANAGEMENT PROGRAM DOCUMENT, as amended, prepared by ADEM, Water Division -Mining and Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended.

2. EPA STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION ACTIVITIES, Office of Wastewater Enforcement and Compliance, U.S. Environmental-Protection Agency, Washington, D.C. 20460, as amended.

3. AASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION, Volume III, 1992, Prepared by the Task Force on Hydrology and Hydraulics, AASHTO Highway Subcommittee on Design.

I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the above is true and correct and that I am the same person executing the Bid Bond and the Performance Bond attached to the bid submission; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Company Name:

Dominion Construction Co. Inc.

By:



Date:

June 6, 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;  
**Dominion Construction Company, Inc.**, as Surety are hereby  
and **Granite Re, Inc.** as Surety are hereby  
held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the  
County, in the sum of **Five Percent Not to Exceed Ten Thousand** Dollars  
( **\$ 5% NTE \$10,000** ) 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:

Dry Creek Road Drainage 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 6th day  
of June, 2012, the name and corporate  
representative, pursuant to authority of its governing body.

Witness:

*Carol Hines*

Principal:

Dominion Construction Company, Inc. (Seal)

By: *Will Jue*

Title: President

Surety:

Granite Re, Inc. (Seal)

By: *Timothy L. Donahue*  
Timothy L. Donahue,

Title: Attorney-in-Fact

ATTEST:

*Christina Krout*

Christina Krout, Surety/Bond CSR

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.

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; CHRISTINA KROUT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

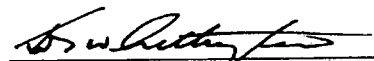
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; CHRISTINA KROUT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 12<sup>th</sup> day of April, 2012.

STATE OF OKLAHOMA     )  
   ) SS:  
 COUNTY OF OKLAHOMA    )



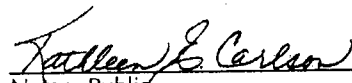
  
 \_\_\_\_\_  
 Kenneth D. Whittington, President

  
 \_\_\_\_\_  
 Rodman A. Frates, Secretary/Treasurer

On this 12<sup>th</sup> day of April, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
 August 8, 2013  
 Commission #: 01013257



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

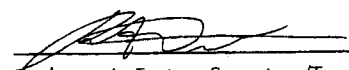
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 6th day of June, 20 12.



  
 \_\_\_\_\_  
 Rodman A. Frates, Secretary/Treasurer

STATE OF ALABAMA

LICENSE NO.: 44290

TYPE: RENEWAL

BID LIMIT: E

AMOUNT: 3,000,000.00



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

DOMINION CONSTRUCTION INC

DUNCANVILLE, AL 35456

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

ADM: NEW ADMINISTRATIVE, MU-S: DIRECTIONAL BORING, MU-S: EXCAVATION, MU-S: SEWER PROJECTS, MU-S: WATER PROJECTS

until September 30, 2012 when this Certificate expires.

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

77216

1st day of September, 2011  
SECRETARY-TREASURER

CHAIRMAN

*Kca*

*W. J. ...*



Alternate Number 1	Water Main Relocation	1	Lump Sum	<u>65,087.01</u>	<u>65,087.01</u>
	<b>Total Bid</b>				<u>233,771.08</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: CAMAR CONSTRUCTION Co., Inc.

Mailing Address: 9900 SANDERS FERRY ROAD TUSC. AL 35401

Telephone: (205) 345-0729

Name: HORACE L. OVERTON

Title: PRESIDENT

Date: 6-6-2012

REVISED DRY CREEK ROAD PROJECT BID SHEET

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	Lump Sum	<u>7650.00</u>	<u>7650.00</u>
2	Saw cut and remove asphalt for trench excavation	1	Lump Sum	<u>3300.00</u>	<u>3300.00</u>
3	28.5 x 18" RCAP storm sewer installed, bedded and backfilled as per detail (depth 0' - 7')	658	L.F.	<u>109.72</u>	<u>72,195.76</u>
4	48" diameter precast manhole risers installed, bedded and backfilled as per detail	47	V.F.	<u>355.73</u>	<u>16,719.31</u> <del>3000.00</del> (HO)
5	Manhole frame and cover as per details	8	Each	<u>418.00</u>	<del>4180.00</del> (HO) <u>3344.00</u>
6	Asphalt patching all backfilled trenches as per detail	1	Lump Sum	<u>15,600.00</u>	<u>15,600.00</u>
7	Remove 3 existing driveway culverts, install 92 L.F. 28.5" x 18" RCAP culverts and restore drives to original condition	1	Lump Sum	<u>9500.00</u>	<u>9500.00</u>
8	Remove portion of existing 18" RCP storm drain pipe located at Sta. 0+00	1	Lump Sum	<u>700.00</u>	<u>700.00</u>
9	Concrete side ditches installed as per detail	1	Lump Sum	<u>26,765.00</u>	<u>26,765.00</u>
10	Class 2 Rip rap installed at locations shown on plans	80	Tons	<u>27.00</u>	<u>2160.00</u>
11	Erosion Control, seeding and mulching all disturbed areas	1	Lump Sum	<u>3350.00</u>	<u>3350.00</u>
	Subtotal				<u>161,284.07</u>
	Water Service Relocation	1	Lump Sum	<u>7400.00</u>	<u>7400.00</u>



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER MAIN RELOCATION  
 BID SCHEDULE  
 5/24/2012**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1,600	l.f.	8" PVC Class 200 Water Main	15.37	24,592.00
2	300	l.f.	6" PVC Class 200 Water Main	12.44	3732.00
3	300	l.f.	3" PVC Class 200 Water Main	9.70	2910.00
4	200	l.f.	2" PVC Class 200 Water Main	8.72	1744.00
5	400	l.f.	3/4" Type K Copper Service Tubing	13.70	5480.00
6	8	each	5/8" x 3/4" Domestic Service (No Meter)	484.41	3875.28
7	8	each	Domestic Service Reconnect Customer	87.78	702.24
8	1	each	6"x 6" Tapping Sleeve and Valve with Valve Box	1912.20	1912.20
9	1	each	6"x 3" Tapping Sleeve and Valve with Valve Box	1500.20	1500.20
10	3	each	8" Valve with Valve Box	1124.09	3372.27
11	1	each	2" Wheel Valve with Valve Box	378.80	378.80
12	2	each	Fire Hydrant Assembly (Includes 6" Valve and Valve Box)	2906.65	5813.30
13	1	l.s.	Road Crossing No. 1 (60 l.f. 12"x0.250" Wall Steel Casing)	115.10	115.10
14	1	l.s.	Road Crossing No. 2 (Bore, No Casing)	80.00	80.00
15	6	each	Main Connection	493.31	2959.86
16	2	each	Main Capping (Permanent)	230.88	461.76
17	4	each	Temporary Capping for Testing	202.00	808.00
18	1	l.s.	Testing and Disinfecting	1750.00	1750.00
19	100	ton	Rip-Rap (Class 2)	29.00	2900.00
<b>Total Base Bid</b>				<b>\$</b>	<b>65,087.01</b>

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided:  
 Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: CaMar Construction Co., Inc. Date: 6-6-2012  
 By: Amac J. Orento Address: 9900 SANDERS FERRY ROAD  
 Title: PRESIDENT Tusc. AL 35401  
 AL Contractor's License No.: 41732 Phone: (205) 345-0729

USE BLACK INK ONLY

# BID BOND

The **PRINCIPAL** (*Bidder's Name and Address*)  
CaMar Construction Company, Inc.  
9900 Sanders Ferry Road  
Tuscaloosa, AL 35401

The **SURETY** (*Name and Principal Place of Business*)  
The Ohio Casualty Insurance Company  
136 N. Third Street  
Hamilton, OH 45025

The **OWNER** (*Name and Address*)  
Tuscaloosa County Commission  
714 Greensboro Avenue STE-G-78  
Tuscaloosa AL 35401

The **PROJECT** for which the Principal's Bid is submitted: (*Project name as it appears in the Bid Documents*)

Dry Creek Road Project

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM** of five percent (5%) of the amount of the Principal's base bid.

**THE CONDITION OF THIS OBLIGATION** is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

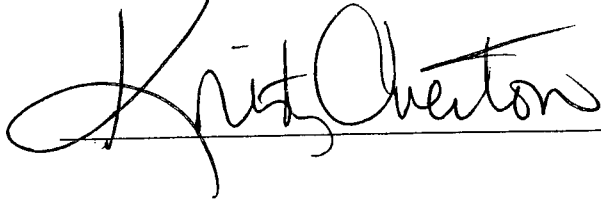
**NOW, THEREFORE**, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

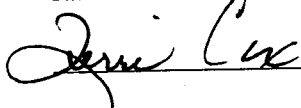
The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

**SIGNED AND SEALED** this 6th day of June, 2012.

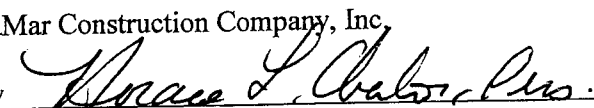
ATTEST:

  
\_\_\_\_\_

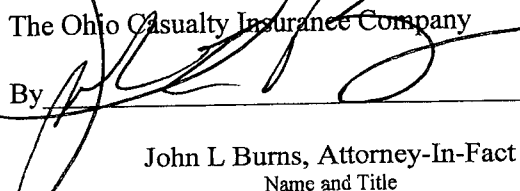
ATTEST

  
Terri Cox

**PRINCIPAL:**

CaMar Construction Company, Inc.  
By   
Horace L. Overton, President  
Name and Title

**SURETY:**

The Ohio Casualty Insurance Company  
By   
John L. Burns, Attorney-In-Fact  
Name and Title

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 33-933

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: **John L. Burns or Richard Hooker Robinson of Tuscaloosa, Alabama** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 Companies at their administrative offices in Hamilton, Ohio, in their own proper persons.  
The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **31<sup>st</sup> day of March, 1999.**



*Sam Lawrence*

Sam Lawrence, Assistant Vice President

STATE OF OHIO,  
COUNTY OF BUTLER

On this **31<sup>st</sup> day of March, 1999**, before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Vice President of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Barbara Hoffman*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires **September 25, 2002.**

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."  
This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Vice President of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **6<sup>th</sup> day of June, 2012.**



*Mad E. Schmidt*

Assistant Vice President

## BEST MANAGEMENT PRACTICES PLAN CERTIFICATION

I certify that I am aware of the Best Management Practices for the prevention and minimization of nonpoint sources of pollution in storm water runoff contained and described in documents listed below. I certify that all appropriate pollution abatement/prevention facilities, and structural and nonstructural BMPs, as described in these documents, or County approved equivalent BMPs will be implemented and maintained as needed at the facility in accordance with good engineering practices and ADEM regulations under the guidance of a qualified pollution prevention/control professional. I understand that full implementation and regular maintenance of the BMPs will be requirements for coverage under the general permit. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment for knowing violations. I understand that, at the signing of the bid proposal, I become a co-permittee with the County if awarded the contract. I also agree to indemnify the County for any damages or expenses incurred by the County out of the construction of said project.

1. ALABAMA NONPOINT SOURCE MANAGEMENT PROGRAM DOCUMENT, as amended, prepared by ADEM, Water Division -Mining and Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended.

2. EPA STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION ACTIVITIES, Office of Wastewater Enforcement and Compliance, U.S. Environmental-Protection Agency, Washington, D.C. 20460, as amended.

3. AASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION, Volume III, 1992, Prepared by the Task Force on Hydrology and Hydraulics, AASHTO Highway Subcommittee on Design.

I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the above is true and correct and that I am the same person executing the Bid Bond and the Performance Bond attached to the bid submission; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Company Name:

CAMAR CONSTRUCTION Co., INC.

By:

Horace L. Burton

Date:

June 6, 2012

STATE OF ALABAMA



LICENSE NO.

TYPE

RENEWAL

BID LIMIT

UNLIMITED

AMOUNT

State Licensing Agency for General Contractors

THIS IS TO CERTIFY THAT

CANAR CONSTRUCTION CO INC  
TUSCALOOSA, AL 35401

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

BS; BUILDING CONSTRUCTION; HRR; HEAVY AND RAILROAD, HS; HIGHWAYS AND STREETS, MU; MUNICIPAL AND UTILITY

until October 1, 2012. When this Certificate expires,

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

October 1, 2011

SECRETARY TREASURER

75268

Alternate Number 1	Water Main Relocation	1	Lump Sum	<u>75,800.00</u>	<u>75,800.00</u>
	<b>Total Bid</b>				<u>207,940.00</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: REY CONST. INC.

Mailing Address: 2201 11<sup>th</sup> ST. TUSCALOOSA, AL 35401 SUITE B

Telephone: 205-349-1860

Name: GRADY PUGB

Title: PRESIDENT

Date: 6/6/12



**REVISED DRY CREEK ROAD PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	Lump Sum	<u>5,000.00</u>	<u>5,000.00</u>
2	Saw cut and remove asphalt for trench excavation	1	Lump Sum	<u>6,000.00</u>	<u>6,000.00</u>
3	28.5 x 18" RCAP storm sewer installed, bedded and backfilled as per detail (depth 0' - 7')	658	L.F.	<u>80.00</u>	<u>52,640.00</u>
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7	Remove 3 existing driveway culverts, install 92 L.F. 28.5" x 18" RCAP culverts and restore drives to original condition	1	Lump Sum	<u>7,500.00</u>	<u>7,500.00</u>
8	Remove portion of existing 18" RCP storm drain pipe located at Sta. 0+00	1	Lump Sum	<u>400.00</u>	<u>400.00</u>
9	Concrete side ditches installed as per detail	1	Lump Sum	<u>22,000.00</u>	<u>22,000.00</u>
10	Class 2 Rip rap installed at locations shown on plans	80	Tons	<u>25.00</u>	<u>2000.00</u>
11	Erosion Control, seeding and mulching all disturbed areas	1	Lump Sum	<u>3500.00</u>	<u>3,500.00</u>
	Subtotal				<u>127,140.00</u>
	Water Service Relocation	1	Lump Sum	<u>5000.00</u>	<u>5,000.00</u>

## BEST MANAGEMENT PRACTICES PLAN CERTIFICATION

I certify that I am aware of the Best Management Practices for the prevention and minimization of nonpoint sources of pollution in storm water runoff contained and described in documents listed below. I certify that all appropriate pollution abatement/prevention facilities, and structural and nonstructural BMPs, as described in these documents, or County approved equivalent BMPs will be implemented and maintained as needed at the facility in accordance with good engineering practices and ADEM regulations under the guidance of a qualified pollution prevention/control professional. I understand that full implementation and regular maintenance of the BMPs will be requirements for coverage under the general permit. I am aware there are significant penalties for submitting false information, including possible fines and imprisonment for knowing violations. I understand that, at the signing of the bid proposal, I become a co-permittee with the County if awarded the contract. I also agree to indemnify the County for any damages or expenses incurred by the County out of the construction of said project.

1. ALABAMA NONPOINT SOURCE MANAGEMENT PROGRAM DOCUMENT, as amended, prepared by ADEM, Water Division -Mining and Nonpoint Source Section, in accordance with Section 319 of the Federal Clean Water Act, as amended.

2. EPA STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION ACTIVITIES, Office of Wastewater Enforcement and Compliance, U.S. Environmental Protection Agency, Washington, D.C. 20460, as amended.

3. AASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION, Volume III, 1992, Prepared by the Task Force on Hydrology and Hydraulics, AASHTO Highway Subcommittee on Design.

I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the above is true and correct and that I am the same person executing the Bid Bond and the Performance Bond attached to the bid submission; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Company Name:

REV CONST. INC.

By:

Grady Rouse

Date:

6/6/12

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY         )

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, REV Construction, Inc., as Principal;  
and American Southern Insurance Company, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Five Percent of the Bid Amount not to exceed Ten Thousand Dollars  
( \$ 5% NTE \$10,000 ) 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:

**Dry Creek Road Drainage 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.

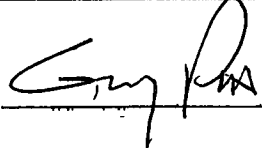
IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 6th day of June, 2012, the name and corporate representative, pursuant to authority of its governing body.

**Witness:**



**Principal:**

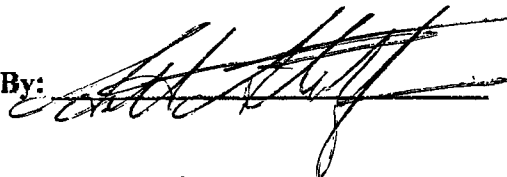
REV Construction, Inc. (Seal)

By: 

Title: President

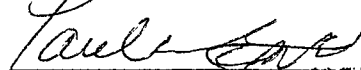
**Surety:**

American Southern Insurance Company (Seal)

By: 

Title: Scott Stoltzner, Attorney-in-Fact

**ATTEST:**

  
Paula Reaves, Underwriting Assistant

**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.

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Bldg. 400, Suite 800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Julie Klinner of Birmingham, Alabama; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

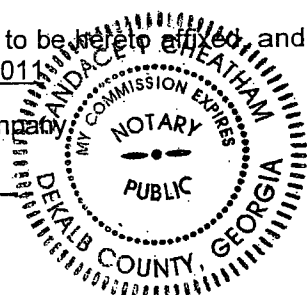
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to 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 when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary this 4th day of February, 2011.

Attest:  
  
Gail A. Lee, Secretary

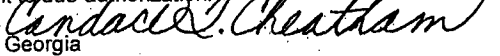
By: American Southern Insurance Company  
  
Scott G. Thompson, President



STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

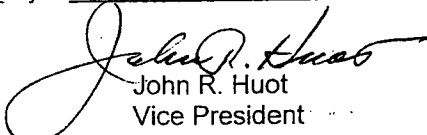
On this 4th day of February, 2011, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

Candace T. Cheatham  
  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2013

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 6th day of JUNE, 2012

  
John R. Huot  
Vice President



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER SERVICES RELOCATION  
 BID SCHEDULE  
 4/25/2012**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	250	l.f.	3/4" Type K Copper Service Tubing	10.00	2500.00
2	5	each	5/8" x 3/4" Domestic Service (No Meter)	350.00	1,750.00
3	5	each	Domestic Service Reconnect Customer	150.00	750.00
<b>Total Base Bid</b>				<b>\$</b>	<b>5,000.00</b>

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file and Section 02605 (attached) at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided: Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: REV CONST INC Date: 6/6/12  
 By: GRADY PUGIT Address: 2201 11<sup>th</sup> ST. SUITE B  
 Title: PRESIDENT TUSCALOOSA, AL 35401  
 AL Contractor's License No.: 40131 Phone: 205-349-1860



**TUSCALOOSA COUNTY COMMISSION  
 FOSTERS - RALPH WATER AUTHORITY  
 DRY CREEK ROAD WATER MAIN RELOCATION**

BID SCHEDULE

5/24/2012

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1,600	l.f.	8" PVC Class 200 Water Main	18.00	28,800.00
2	300	l.f.	6" PVC Class 200 Water Main	10.00	3,000.00
3	300	l.f.	3" PVC Class 200 Water Main	5.00	1,500.00
4	200	l.f.	2" PVC Class 200 Water Main	4.00	800.00
5	400	l.f.	3/4" Type K Copper Service Tubing	10.00	4,000.00
6	8	each	5/8" x 3/4" Domestic Service (No Meter)	350.00	2,800.00
7	8	each	Domestic Service Reconnect Customer	150.00	1,200.00
8	1	each	6"x 6" Tapping Sleeve and Valve with Valve Box	2,500.00	2,500.00
9	1	each	6"x 3" Tapping Sleeve and Valve with Valve Box	2,000.00	2,000.00
10	3	each	8" Valve with Valve Box	1,200.00	3,600.00
11	1	each	2" Wheel Valve with Valve Box	400.00	400.00
12	2	each	Fire Hydrant Assembly (Includes 6" Valve and Valve Box)	3,000.00	6,000.00
13	1	l.s.	Road Crossing No. 1 (60 l.f. 12"x0.250" Wall Steel Casing)	5,000.00	5,000.00
14	1	l.s.	Road Crossing No. 2 (Bore, No Casing)	2,500.00	2,500.00
15	6	each	Main Connection	1,000.00	6,000.00
16	2	each	Main Capping (Permanent)	200.00	400.00
17	4	each	Temporary Capping for Testing	200.00	800.00
18	1	l.s.	Testing and Disinfecting	2,000.00	2,000.00
19	100	ton	Rip-Rap (Class 2)	25.00	2,500.00
<b>Total Base Bid</b>				<b>\$</b>	<b>75,800.00</b>

- All work shall be performed in accordance with McGiffert and Associates, LLC technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Fosters-Ralph Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.
- Contractor shall purchase and maintain insurance in the following limits and Proof of Insurance shall be provided:  
 Comprehensive General Liability: \$2,000,000 General Aggregate, \$1,000,000 each occurrence; Workman's Compensation: per state law; Comprehensive Automobile Liability: \$1,000,000 each accident; Umbrella Excess Liability \$1,000,000 each incident, \$2,000,000 Aggregate. Insurance for Comprehensive General and Umbrella Excess Liability shall name the Fosters-Ralph Water Authority and McGiffert and Associates, LLC as Additional Insured on a primary and Non - contributory Basis.

Bidder: REV CONST. INC Date: 6/6/12  
 By: GRADY POOT Address: 2201 11<sup>th</sup> ST. SUITE B  
 Title: PRESIDENT TUSCALOOSA, AL 35401  
 AL Contractor's License No.: \_\_\_\_\_ Phone: 205-349-1860

Alternate Number 1	Water Main Relocation	1	Lump Sum	<u>62,683.37</u>	<u>62,683.37</u>
	<b>Total Bid</b>				<u>202,882.10</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: GFC Construction, Inc.

Mailing Address: P.O. Box 87 Duncanville, AL 35456

Telephone: (205) 758-1948

Name: *Greg We*

Title: President

Date: June 6, 2012

**GFC Construction, Inc. acknowledges Addendum No. 1.**



**REVISED DRY CREEK ROAD PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	Lump Sum	<u>6,000.00</u>	<u>6,000.00</u>
2	Saw cut and remove asphalt for trench excavation	1	Lump Sum	<u>3,650.00</u>	<u>3,650.00</u>
3	28.5 x 18" RCAP storm sewer installed, bedded and backfilled as per detail (depth 0' - 7')	658	L.F.	<u>80.41</u>	<u>52,909.78</u>
4	48" diameter precast manhole risers installed, bedded and backfilled as per detail	47	V.F.	<u>222.80</u>	<u>10,471.60</u>
5	Manhole frame and cover as per details	8	Each	<u>422.00</u>	<u>3,376.00</u>
6	Asphalt patching all backfilled trenches as per detail	1	Lump Sum	<u>10,500.00</u>	<u>10,500.00</u>
7	Remove 3 existing driveway culverts, install 92 L.F. 28.5" x 18" RCAP culverts and restore drives to original condition	1	Lump Sum	<u>7,122.00</u>	<u>7,122.00</u>
8	Remove portion of existing 18" RCP storm drain pipe located at Sta. 0+00	1	Lump Sum	<u>OR 1,000.00</u>	<u>OR 1,000.00</u>
9	Concrete side ditches installed as per detail	1	Lump Sum	<u>32,000.00</u>	<u>32,000.00</u>
10	Class 2 Rip rap installed at locations shown on plans	80	Tons	<u>32.00</u>	<u>2,560.00</u>
11	Erosion Control, seeding and mulching all disturbed areas	1	Lump Sum	<u>4,000.00</u>	<u>4,000.00</u>
	Subtotal				<u>133,589.38</u>
	Water Service Relocation	1	Lump Sum	<u>6,609.35</u>	<u>6,609.35</u>

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY         )

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
GFC Construction, Inc. \_\_\_\_\_, as Principal;  
and the Cincinnati Insurance Company \_\_\_\_\_, as Surety are hereby  
held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the  
County, in the sum of Five Percent of Bid (5%)----- Dollars  
( \$ ---5%--- ) for payment of which sum, well and truly to be made, the said  
Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

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

**Dry Creek Road Drainage 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 6th day of June, 2012, the name and corporate representative, pursuant to authority of its governing body.

Witness:

[Signature]

Principal:

GFC Construction, Inc. (Seal)

By: [Signature]  
William Godwin

Title: Vice-President

Surety:

The Cincinnati Insurance Company (Seal)

By: [Signature]  
Carrie Hickman

Title: Attorney-In-Fact

ATTEST:

[Signature]

[Signature]  
**LICENSED RESIDENT AGENT**  
**STATE OF AL**

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

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert W. Poellnitz, Jr.; Walter Wayne Guy; Rick Manasco; Carrie Hickman; Robert G. Plott and/or W. Geoffrey Plott

of Tuscaloosa, Alabama

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 6th day of June, 2012.



Bugoy J. Schloem
Secretary

STATE OF ALABAMA

BID LIMIT:

U

AMOUNT:

UNLIMITED



LICENSE NO.:

17900

TYPE:

RENEWAL

# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

GFC CONSTRUCTION INC

DUNCANVILLE, AL 35456

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

EV: ENVIRONMENTAL, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until

August 31, 2012

when this Certificate expires.

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

1st day of August, 2011

SECRETARY-TREASURER

CHAIRMAN

73536



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

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



Robert Bentley  
Governor

John R. Cooper  
Transportation Director

May 14, 2012

Chair of County Commission  
Tuscaloosa County Commission  
Tuscaloosa, Alabama

RE: IAR-063-000-022

Tuscaloosa County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

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

DEP:MBH:at  
Attachment

cc: Mr. Ronald L. Baldwin  
Mr. Bobby Hagler  
Ms. Dee Rowe  
File

**PLEASE DO NOT EXECUTE THE  
FAXED COPY OF AGREEMENT !!!**

**AGREEMENT**

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

**WITNESSETH**

WHEREAS, the State and County desire to cooperate in the construction of Wallace Ferry/Blackburn Road from SR69 to the Tuscaloosa/Walker County line to benefit Drummond Company, Inc. - Length - 6.81 miles. Proj #IAR-063-000-022. CPMS Ref #100058680.

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

This Agreement may be terminated by the State at any time the State Transportation Director determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Transportation Director to the other party or parties to this agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Transportation Director.

A. The County will furnish all Right-of-Way for project without cost to the State.

B. The County will adjust and/or relocate all Utilities on the project without cost to the State.

C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects* dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.

D. The County will secure all permits and license of every nature and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

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

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

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

H. Invoices of the County for cost of work performed will be forwarded to the State as work progresses, and the County will be paid the proportionate share of such cost in proportion to the State's prorated portion of total projected costs.

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

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

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

Corporation Industrial Access Funds	\$ 1,400,000.00
County Funds	<u>0.00</u>
Total Cost (Incl. E & I)	\$ 1,400,000.00

L. The County will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

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

N. The Alabama Department of Transportation Standard Specifications for Highways, Bridges, and Materials, Latest Edition, shall be complied with on this project and the alignment and grades on this project shall meet the standards of the Alabama Department of Transportation.

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

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

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

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

R. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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

T. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

U. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.



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

SEAL

ATTEST:

M. L. Vines  
Clerk (Signature)

Melvin Vines, County Administrator  
Type Name of Clerk

RECOMMENDED

TUSCALOOSA COUNTY, ALABAMA

BY: W. Hardy McCollum  
(Signature) Chairman, Tuscaloosa  
County Commission

W. Hardy McCollum, Commission Chairman  
Type Name of Chairman

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

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

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Transportation Director  
John R. Cooper

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

\_\_\_\_\_  
**GOVERNOR OF ALABAMA**  
**ROBERT BENTLEY**

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

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

Construction of Wallace Ferry/Blackburn Road from SR69 to the Tuscaloosa/Walker County line to benefit Drummond Company, Inc. Length - 6.81 miles. Proj #IAR-063-000-022. CPMS Ref #100058680;

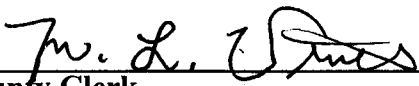
which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.


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

Passed, adopted, and approved this 6th day of June,

20 12.

ATTESTED:

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

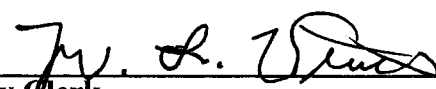
  
\_\_\_\_\_  
Chairman, County Commission  
W. Hardy McCollum, Commission Chairman

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

6th day of June, 20 12, and that such resolution is of record in the Minute Book of the County.

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

6th day of June, 20 12.

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

SEAL

Rev. 06/20/2002

**EXHIBIT N**

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

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

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

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

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

**ADR CLAUSE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED FOR APPROVAL:   
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL:   
CHIEF ENGINEER

APPROVAL:   
TRANSPORTATION DIRECTOR

2/14/01  
DATE

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

**AGREEMENT**

This agreement by and between the Tuscaloosa County Commission ("the Commission") and the West Ala Youth Football Association hereafter referred to as "the Recipient", becomes effective upon full execution.

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

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

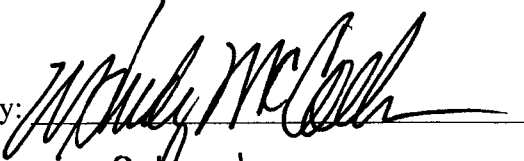
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

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

Agreed to and executed this 6<sup>th</sup> day of June, 2012.

**TUSCALOOSA COUNTY COMMISSION**

**WEST ALA YOUTH FOOTBALL ASSO.**

By: 

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

Its: Chairman

Its: \_\_\_\_\_



714 1/2 Greensboro Avenue  
Tuscaloosa, Alabama 35401

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

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

May 24, 2012

Tuscaloosa County Commission

Gentlemen:

Ten units have been removed from service of the Sheriff's Office vehicle fleet. Vehicles were removed due to age, mileage, or general condition. These vehicles are not serviceable for patrol or investigative duties.

U125	2FAFP71W86X130724	2006
Ford Crown Victoria	Age, Mileage, paint, and constant repairs	183,000
U272	1FTZX1765WKA86521	1998
Ford F-150 Pick-up	Age, Mileage, and constant repairs	150,000
U169	1D4HD38N75F561117	2005
Dodge Durango	Age, Mileage, and constant repairs	130,000
U150	1D4HD48D75F541012	2005
Dodge Durango	Age, Mileage, and constant repairs	172,000
U166	1D4HD38N05F563243	2005
Dodge Durango	Age, Mileage, and constant repairs	149,000
U132	2FAFP71W26X130721	2006
Ford Crown Victoria	Age, Mileage, paint, and constant repairs	176,500
U148	2FAFP71W96X130716	2006
Ford Crown Victoria	Age, Mileage, paint, and constant repairs	172,000
U221	2B3HD46V94H609396	2004
Dodge Intrepid	Age, Mileage, and constant repairs	126,000
U115	1D4HD38N05F561119	2005
Dodge Durango	Age, Mileage, and constant repairs	178,000
U180	2FAFP71V88X152751	2008
Ford Crown Victoria	Age, Mileage, and constant repairs	183,000

I hereby respectfully request these vehicles be deemed surplus by the County Commission.

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

**RESOLUTION PROVIDING FOR TUSCALOOSA COUNTY'S  
PARTICIPATION IN THE "SEVERE WEATHER PREPAREDNESS SALES  
TAX HOLIDAY" AS AUTHORIZED BY ACT NO. 2012-256 IN JULY 2012**

**WHEREAS**, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, effective April 26, 2012, which provides an exemption of the state sales and use tax for certain severe weather preparedness supplies during the first full weekend in July 2012 and the last full weekend of February of each subsequent year; and

**WHEREAS**, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least fourteen days prior to 12:01 a.m. on the first Friday in July 2012; and

**WHEREAS**, the Tuscaloosa County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256 during the first weekend of July 2012, beginning at 12:01 a.m. on July 6, 2012 and ending at twelve midnight on Sunday, July 8, 2012, the first full weekend of July in 2012; and

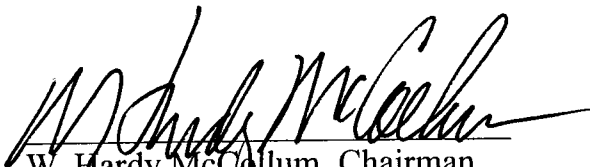
**WHEREAS**, *Code of Alabama 1975, § 11-51-210(e)* requires that the County Commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

**WHEREAS**, the exemption of certain county sales and use taxes for the first full weekend of July 2012 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*;

**WHEREFORE BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION** that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on July 6, 2012 and ending at twelve midnight on Sunday, July 8, 2012.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the June 6, 2012 meeting of the Tuscaloosa County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

**IN WITNESS WHEREOF**, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 6<sup>th</sup> day of June, 2012.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator