

TUSCALOOSA COUNTY COMMISSION

MEETING

September 5, 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  
Reginald Murray

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize Chief Financial Officer Bill Lamb to appropriate funds to continue operations of the Tuscaloosa Forensic Sciences Lab for the upcoming year at an additional \$200,000.00 cost to the county. Legislation passed this year that would require any county that chooses to use the resources of the Forensic Sciences Lab to pay the total cost of the operation.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of invoices for engineering services on the following bridge replacement projects:

BURK-KLEINPETER

Rockcastle Creek Bridge Replacement Project \$2,550.00  
Tyro Creek Bridge Replacement Project \$2,000.00  
Lye Branch Bridge Replacement Project \$205.00  
South Sandy Bridge Replacement Project \$3,500.00

ALMON ASSOCIATES

Moccasin Branch Road Bridge Replacement Project \$2,159.50  
Dobbs Road Bridge Replacement Project \$3,139.50

Exhibit 9-1, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of the following invoices for the Walter Shirley Road Bridge water main relocation:

McGiffert and Associates for engineering services \$7,946.25  
Dominion Construction Co. \$19,088.00.

Exhibit 9-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize Shannon, LLC to use part of Abernant ball field parking lot for a temporary detour road, which will be used when the Johns Road is closed as they move the dragline to the Shannon Mine. The property is owned by Tuscaloosa County.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for the purchase of a crawler dozer to low bidder Warrior Tractor and Equipment in the amount of \$116,835.00.

Exhibit 9-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for auction consignment of a 2001 Caterpillar D6R Dozer to Deanco Auction Co. who guaranteed the highest price of \$60,100.00.

(See Exhibit 9-3)

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for the Sand Road Earthwork Project, Phase 2, to low bidder RaCON, Inc. in the amount of \$494,500.00 and to be paid from the General Fund account.

Exhibit 9-4, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss a traffic study on Highway 69 South.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution whereas the county enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation (ALDOT) for a traffic study to be performed on Highway 69 South.

Exhibit 9-5, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve the low bid opened today for supply of rental uniforms for the Public Works Department and the Courthouse Maintenance Department. The bidding firms are as follows:

G&K Uniform Services \$ 95,339.40  
Cintas Corporation \$107,140.80  
McCain Uniforms - "NO BID"  
Aramark Uniform Services \$106,130.15

Exhibit 9-6, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize Planning Director Farrington Snipes to submit a grant application for the Tornado Recovery CDBG Project. The project total is \$4,500,000.00, with \$3,500,000.00 in grant funds.

Exhibit 9-7, Page

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

Exhibit 9-8, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to repair Dream Lake Road at the request of the City of Woodstock. The damage to the road was caused from hauling chert from the chert pit.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to make the following appointments to the Ability Alliance of West Alabama Board:


Reappoint Wilson Green and Barbara Patrick. Term will expire April 1, 2018.

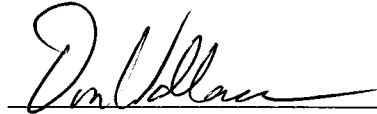
Appoint Oscar Johnson to fill the unexpired term of Darren Morris who resigned July 31, 2012. Term will expire April 1, 2017.

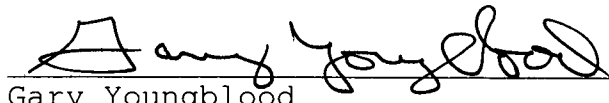
Commissioner Reginald Murray made a motion to adopt the program to address failing subdivisions and allow those roads selected by the Commissioners for their respective districts to come into the program, as well as addressing three subdivisions in District 4, Harvest Meadows, Russet Woods, and Wesley Chapel, Phase 2 and 3, excluding undeveloped lots, with Russet Woods being funded from the District 4 construction fund. Commissioner Don Wallace made a motion to accept the three subdivisions in District 4, Harvest Meadows, Russet Woods, and Wesley Chapel, Phase 2 and 3, and authorize County Attorney Robert Spence to seek any damages that the county can reclaim. Commissioner Murray amended his original motion to accept roads in the named subdivisions into the county maintenance program and authorize County Attorney Robert Spence to recoup any damages from the developers. The motion was seconded by Commissioner Don Wallace and passed on a two-to-one vote, with Commissioner Gary Youngblood casting the "NAY" vote.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to close 39<sup>th</sup> Avenue Northeast in Holt for a "Block Party" to be held on September 7, 2012, from 5 p.m. until midnight.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 19, 2012.

  
\_\_\_\_\_  
W. Hardy McGillum  
Judge of Probate and Chairman  
Tuscaloosa County Commission

  
\_\_\_\_\_  
Don Wallace  
Commissioner - District I

  
\_\_\_\_\_  
Gary Youngblood  
Commissioner - District II

ABSENT  
\_\_\_\_\_  
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

July 31, 2012

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

Tuscaloosa County Misc. Bridge Replacements  
Invoice #13  
BKI Job No. TU.11.006

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

**PAYMENT REQUEST NO.13**

	<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	91%	\$ 46,685.00	\$ 2,000.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ 550.00
<b><u>Rock Castle Creek</u></b>				
DESIGN SERVICES	\$25,500.00	91%	\$ 23,130.00	\$ -
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	<b>\$133,150.00</b>		<b>\$ 86,925.00</b>	<b>\$ 2,550.00</b>

PREVIOUSLY INVOICED: \$ (84,375.00)  
AMOUNT DUE: \$ 2,550.00

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TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 51666



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July 31, 2012

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REGIONAL VICE PRESIDENT - AL  
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VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

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

RE: Tyro Creek Bridge Replacement  
Invoice # 14  
BKI Job No. TU.11.004

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

**PAYMENT REQUEST NO 14**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	90%	\$ 41,825.00	\$ 2,000.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	9%	\$ 2,214.00	\$ -
			\$ 51,739.00	\$ 2,000.00

PREVIOUSLY INVOICED: \$ (49,739.00)  
AMOUNT DUE: \$ 2,000.00

BKI INVOICE: 51665  
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July 31, 2012

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O. JEFFREY WOOD, PE  
VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

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

RE: Lye Branch Bridge Replacement  
Invoice #18  
BKI Job No. Tu.10.007

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

**PAYMENT REQUEST NO. 18**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,500.00	100%	\$ 46,500.00	\$ 205.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,300.00	22%	\$ 4,870.00	\$ -
	<u>\$77,300.00</u>		<u>\$ 59,870.00</u>	<u>\$ 205.00</u>
			PREVIOUSLY INVOICED:	\$ (59,665.00)
			AMOUNT DUE:	\$ 205.00

BKI INVOICE: 51663  
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VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

July 31, 2012

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

RE: South Sandy Bridge Replacement  
Invoice # 4  
BKI Job No. Tu.12.010-01

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

**PAYMENT REQUEST NO. 4**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$65,000.00	65%	\$ 42,500.00	\$ 3,500.00
SURVEY SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
PROPERTY PLATS	\$2,500.00	0%		
GEOTECHNICAL SERVICES	\$ 23,750.00	8%	\$ 2,000.00	\$ -
	<u>\$98,750.00</u>		<u>\$ 52,000.00</u>	<u>\$ 3,500.00</u>
			PREVIOUSLY INVOICED:	\$ (48,500.00)
			AMOUNT DUE:	\$ 3,500.00

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PO Drawer 2729  
 Tuscaloosa, AL 35403  
 205-349-2100

Tuscaloosa County Department of Public Works  
 2810 35th St.  
 Tuscaloosa, AL 35401

Invoice number 00002  
 Date 06/30/2012

Project **2012094 TUSCALOOSA COUNTY  
 BRIDGE REPLACEMENT PROJECTS  
 2012**

For Professional Services from June 1, 2012 to June 30, 2012

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
<b>Moccasin Branch Road Bridge, TCP 63-01-12</b>				
Survey	6,150.00	3,997.50	4,305.00	307.50
Engineering Design	23,150.00	1,157.50	3,009.50	1,852.00
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	0.00	0.00	0.00
Subtotal	34,000.00	5,155.00	7,314.50	2,159.50
<b>Dobbs Road Bridge, TCP 63-02-12</b>				
Survey	7,150.00	2,502.50	2,502.50	0.00
Engineering Design	24,150.00	1,207.50	4,347.00	3,139.50
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	0.00	0.00	0.00
Subtotal	36,000.00	3,710.00	6,849.50	3,139.50
Total	70,000.00	8,865.00	14,164.00	5,299.00



**Tuscaloosa County Commission**

**Walter Shirley Road Bridge Water Main Relocation**

**Contractor: Dominion Construction Co. Inc.**  
 PO Box 70, Duncanville, AL 35456

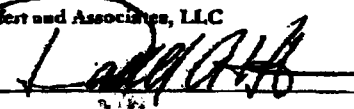
**Pay Request: One; FINAL**  
**Date: July 12, 2012**

Item	Qty	Unit	Description	Unit Price	Total Price	Quantity Completed To Date	Total Value To Date	
1	120	LF	6" DI CL350 Water Main, Restrained Jt. For Cre	\$44.00	\$5,280.00	120	\$5,280.00	
2	300	LF	6" PVC CL200 Water Main	\$9.00	\$2,700.00	257	\$2,313.00	
3	2	EA	Main Connection	\$300.00	\$600.00	2	\$600.00	
4	2	EA	Main Capping (Temporary)	\$400.00	\$800.00	2	\$800.00	
5	100	Tons	Rip-Rap, Calss 2	\$35.00	\$3,500.00	0	\$0.00	
6	200	LF	Silt Fence, Type A Installed and Removed	\$3.00	\$600.00	115	\$345.00	
7	100	LF	Sediment Logs for Erosion Control (installed/ren	\$3.00	\$300.00	0	\$0.00	
8	1	LS	Traffic Control	\$750.00	\$750.00	1	\$750.00	
9	1	LS	Testing/Disinfection(includes Temporary 1" Service Lines for Flushing and Testing)	\$8,000.00	\$8,000.00	1	\$8,000.00	
10	1	LS	Temporary Erosion Control and Permanent Gras	\$1,000.00	\$1,000.00	1	\$1,000.00	
							<b>Total To Date</b>	<b>\$19,088.00</b>

**Original Contract Price:**

**Amount Completed:**

**AMOUNT DUE this Request:**

<p><b>APPROVED:</b></p> <p>McGuffert and Associates, LLC</p>  <p style="text-align: right;">July 31, 2012 date</p>
---

Dozer Bid Evaluation  
 Bid Opened August 15, 2012

Company	Machine	Bid Price	Buyback	Machine Cost	Trade In	Total Cost
Warrior Tractor and Equipment	John Deere 850K	\$ 236,935.00	\$ 120,100.00	\$ 116,835.00	\$ 51,000.00	\$ 65,835.00
Thompson Trctor Company, Inc.	Cat D6R	\$ 248,500.00	\$ 124,870.00	\$ 123,630.00	\$ 47,500.00	\$ 76,130.00
Tractor and Equipment Company	Komatsu D65EX-17	\$ 241,250.00	\$ 110,000.00	\$ 131,250.00	\$ 55,000.00	\$ 76,250.00
Deanco Auction Co.					\$ 60,100.00	
J.F. Wood Auction Co. Inc.					\$ 52,000.00	

Sand Road Earthmoving Bid Evaluation  
 Bids Opened August 15, 2012

Item	Description	Quantity	Unit	RACON, Inc.		Trax Development, LLC		Carcel & G Construction, LLC		Camar Construction Co., Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
210A-000	Unclassified Excavation	30000	CY	\$ 2.75	\$ 82,500.00	\$ 4.23	\$ 126,900.00	\$ 3.55	\$ 106,500.00	\$ 4.70	\$ 141,000.00
210A-001	1/2 mile Overhaul Unit	1000	CY	\$ 0.50	\$ 500.00	\$ 3.00	\$ 3,000.00	\$ 2.35	\$ 2,350.00	\$ 5.45	\$ 5,450.00
600A-000	Mobilization	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 27,600.00	\$ 27,600.00	\$ 30,000.00	\$ 30,000.00	\$ 47,000.00	\$ 47,000.00
608A-001	Seperation Geotextile	3000	SY	\$ 3.00	\$ 9,000.00	\$ 3.00	\$ 9,000.00	\$ 1.95	\$ 5,850.00	\$ 3.75	\$ 11,250.00
610C-001	Loose Rip Rap Class II	1000	Ton	\$ 35.00	\$ 35,000.00	\$ 33.00	\$ 33,000.00	\$ 7.20	\$ 7,200.00	\$ 26.00	\$ 26,000.00
665J-000	Silt Fence Type A	1000	LF	\$ 4.00	\$ 4,000.00	\$ 3.30	\$ 3,300.00	\$ 3.25	\$ 3,250.00	\$ 3.95	\$ 3,950.00
210D-000	Borrow Excavation	82,000	CY	\$ 4.25	\$ 348,500.00	\$ 5.25	\$ 430,500.00	\$ 6.90	\$ 565,800.00	\$ 7.45	\$ 610,900.00
					\$ 494,500.00		\$ 633,300.00		\$ 720,950.00		\$ 845,550.00



# 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

August 15, 2012

Honorable W. H. McCollum  
Chair, Tuscaloosa County Commission  
Tuscaloosa, Alabama

Dear Chair of County Commission:

RE: ST-063-888-035  
CPMS Ref #100059061  
Tuscaloosa County

Attached is a copy of the original invoice and Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the financing for the preliminary engineering on the above-referenced project.

The State cannot process any reimbursement requests from the County until it receives the County's matching funds for this project. Also, it will be appreciated if you will have the 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  
Enclosures

CC: Mr. Ronald L. Baldwin, P.E.  
Mr. Bill Flowers (Tamiko Jordan)  
Mr. DeJarvis Leonard  
Mr. Bobby Hagler  
File

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

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AUG 17 2012

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

INVOICE

ALABAMA DEPARTMENT OF TRANSPORTATION

Date: August 15, 2012

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

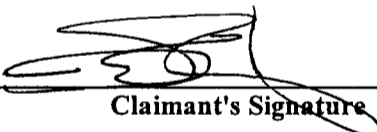
**PLEASE NOTE: Make Remittance Payable to:** Alabama Department of Transportation  
**Address Remittance to:** D. E. Phillips, Jr., P. E.  
State County Transportation Engineer  
Alabama Department of Transportation  
1409 Coliseum Blvd. Room D-101  
Montgomery, AL 36110-2060

Tuscaloosa County FEIN 63-6001719  Preliminary Engineering Costs plus E & I for: Completing a traffic study in the SR-69 area south of the City of Tuscaloosa.  ST-063-888-035, CPMS Ref #100059061 Less Federal Funds County Funds Due	\$ 200,000.00 \$ 0.00  \$ 200,000.00
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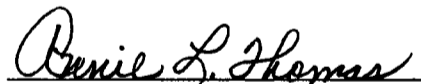
**COUNTY FUNDS DUE:** \$ 200,000.00

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

Sworn and subscribed to before me:

  
Claimant's Signature

August 15, 2012.

  
Notary Public



**AGREEMENT FOR  
PRELIMINARY ENGINEERING  
ON A FEDERAL AID PROJECT**

**BETWEEN THE STATE OF ALABAMA  
AND  
TUSCALOOSA COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and TUSCALOOSA COUNTY; FEIN 63-6001719, hereinafter referred to as the COUNTY.

**WITNESSETH**

WHEREAS, the STATE and the COUNTY desire to cooperate in the preliminary engineering for a traffic study in the SR-69 area south of the City of Tuscaloosa. The study is to include, (1) Current and projected traffic patterns along State Route 69, south of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes, (2) Safety and Access Management practices, (3) Trip generation/destination studies, (4) Projected residential and commercial property growth, and (5) Recommendations/estimated cost for possible future projects in the area as approved by the STATE. Proj #ST-063-888-035. CPMS Ref #100059061.

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover only the preliminary engineering to complete a traffic study in the SR69 area south of the City of Tuscaloosa. The study is hereby defined as, (1) Current and projected traffic patterns along State Route 69, South of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes, (2) Safety and Access Management practices, (3) Trip generation/destination studies, (4) Projected residential and commercial property growth, and (5) Recommendations/estimated cost for possible future projects in the area as approved by the STATE.
- (2) The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost.
- (3) The estimated cost and participation by the various parties are as follows:

County Funds	\$ 200,000.00
Total (Including E & I)	\$ 200,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, overruns (as approved by the STATE) will be financed with STATE funds, if available.

- (4) It is clearly understood by both parties that the STATE does not commit any STATE funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.
- (5) The performance of the work covered by this agreement will be in accordance with the current regulations and requirements of the STATE.
- (6) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (7) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (8) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- (9) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).
- (10) 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.

- (11) 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.
- (12) 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.
- (13) Exhibits M and N are attached and hereby made a part of this agreement.
- (14) 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 cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines  
Clerk (Signature)

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

M. L. Vines  
Type Name of Clerk

W. Hardy McCollum  
Type Name of Chairman

RECOMMENDED:

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

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

Acting Chief Engineer  
G. M. Harper, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel  
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 enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

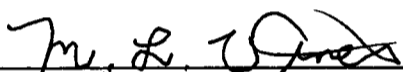
The preliminary engineering for a traffic study in the SR-69 area south of the City of Tuscaloosa. The study is to include, (1) Current and projected traffic patterns along State Route 69, south of Interstate 20/59 to the Hale County line, to include adjacent Tuscaloosa County routes, (2) Safety and Access Management practices, (3) Trip generation/destination studies, (4) Projected residential and commercial property growth, and (5) Recommendations/estimated cost for possible future projects in the area as approved by the STATE. Project #ST-063-888-035. CPMS Ref #100059061;

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 5th day of September,  
2012.

ATTESTED:

  
County Clerk

  
Chairman, County Commission

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

5th day of September, 2012, 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

5th day of September, 2012.

  
County Clerk

SEAL

7/18/90

**EXHIBIT M  
CERTIFICATION**

**This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.**

**The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:**

**(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**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.

**AMENDED ALABAMA IMMIGRATION LAW:**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

COPY

Bid Bond 2012

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, G & K Services, as Principal; and Liberty Mutual Insurance Company, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of 5% of the amount bid Dollars (\$5% of amount bid) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Rental Uniform Bid

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 5th day of July, 2012, the name and corporate representative, pursuant to authority of its governing body.



Witness:

\_\_\_\_\_

Principal:

G & K Services \_\_\_\_\_ (Seal)

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

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

Surety:

Liberty Mutual Insurance Company \_\_\_\_\_ (Seal)

By: Michele L. Grogan

Title: Michele L. Grogan, Attorney-In-Fact

ATTEST:

Robin Rutlin

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.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **WILLIAM L. MERSHON, MICHELE L. GROGAN, ANN HIGGINS, ROBIN RUTLIN, TIM BOBERG, ALL OF THE CITY OF MINNEAPOLIS, STATE OF MINNESOTA** .....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THIRTY FIVE MILLION AND 00/100** \*\*\*\*\* DOLLARS (\$ **35,000,000.00** \*\*\*\*\*) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these 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.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of April, 2011.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 25th day of April, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 5th day of July, 2011.



By David M. Carey  
David M. Carey, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

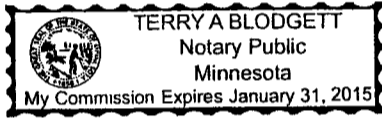
ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }  
County of Hennepin } ss.

On this 5th day of July, 2012, before me personally  
appeared Michele L. Grogan, known to, me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

Terry A. Blodgett  
Notary Public in the State of Minnesota  
County of Hennepin



## RENTAL UNIFORM BID SUBMISSION SHEET

	Rental Rate per Per Week	Total Cost for 36 Months
<b>Public Works Department</b>		
90 Sets of Cotton Uniforms	\$ <u>450.<sup>00</sup></u>	\$ <u>70,200.<sup>00</sup></u>
12 Sets of Coveralls	\$ <u>0.<sup>00</sup></u>	\$ <u>0.<sup>00</sup></u>
13 Floor Mats	\$ <u>35.<sup>75</sup></u>	\$ <u>5,577.<sup>00</sup></u>
2 Microfiber Mops	\$ <u>.20</u>	\$ <u>31.<sup>20</sup></u>
6 Dust Mops	\$ <u>1.20</u>	\$ <u>187.<sup>20</sup></u>
<b>Courthouse Maintenance Department</b>		
20 Sets of Cotton Uniforms	\$ <u>100.<sup>00</sup></u>	\$ <u>15,600.<sup>00</sup></u>
<b>Subtotal</b>		\$ <u>91,595.<sup>40</sup></u>
Cost of each Employee Name Patch	\$ <u>1.<sup>05</sup></u>	
Total cost of 110 Employee Name Patches		\$ <u>N/C on Install</u>
Cost of each Employee Department Patch	\$ <u>1.<sup>50</sup></u>	
Total cost of 110 Employee Department Patches		\$ <u>N/C on Install</u>
Cost of each Employee Position Patch	\$ <u>1.<sup>05</sup></u>	
Total Cost of 15 Employee Position Patches		\$ <u>N/C on Install</u>
Cost of Make Up Fee for each employee	\$ <u>1.<sup>00</sup></u>	
Total Cost of Make Up Fee for 110 employees		\$ <u>N/C on Install</u>
Cost of each Service Charge per week	\$ <u>4.<sup>00</sup></u>	
Total cost of 936 Service Charges		\$ <u>3,744.<sup>00</sup></u>
<b>Total Bid</b>		\$ <u>95,339.<sup>40</sup></u>

By: Scott George

Company Name: G + K Uniform Services

Address: 245 Lyon Lane

Birmingham, AL 35211

Phone: (205) 332-5170

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY        )

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_  
Cintas Corporation, as Principal;  
and Liberty Mutual Insurance Company, as Surety are hereby  
held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the  
County, in the sum of Five percent of bid amount Dollars  
( \$ 5% of bid amount ) 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:

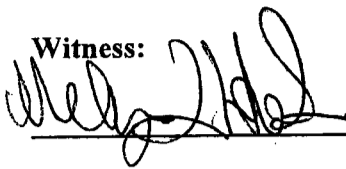
**Rental Uniform Bid**

**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.

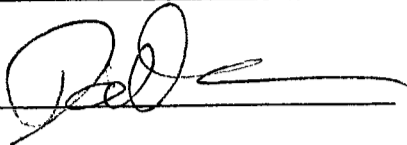
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the above-bonded parties have executed this instrument under their several seals, this the 30th day of August, 20 12, the name and corporate representative, pursuant to authority of its governing body.

**Witness:**  


**Principal:**

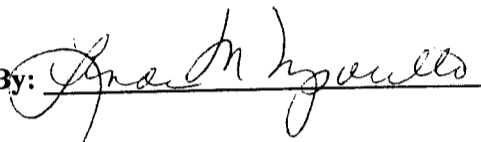
Cintas Corporation (Seal)

**By:** 

**Title:** USD

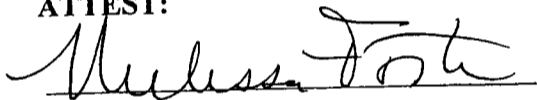
**Surety:**

Liberty Mutual Insurance Company (Seal)

**By:** 

**Title:** Linda M. Napolillo, Attorney-in-Fact

**ATTEST:**



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

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

5192438

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, SANDRA M. MARTINEZ, GEOFFREY E. HEekin, ROBERT E. DUNCAN, LINDA M. NAPOLILLO, KAREN L. DANIEL, KATHLEEN J. MAILES, JAMES A. CUTHBERTSON, SUSAN A. WELSH, JOELLEN M. MENDOZA, DEBRA J. DOYLE, DIANE M. O'LEARY, DOUGLAS M. SCHMUDE, JAMES B. MCTAGGART, JENNIFER L. JAKAITIS, JESSICA B. YATES, JUDITH A. LUCKY-EFTIMOV, SANDRA M. NOWAK, DAVID J. ROTH, GREGORY K. KESSLER,

all of the city of CHICAGO, state of ILLINOIS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of February, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 23rd day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

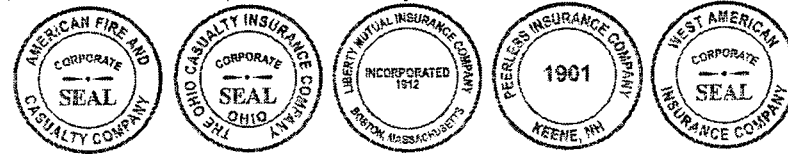
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of August, 20 12.



By: David M. Carey  
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC  
LMS\_12873\_012012

not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.




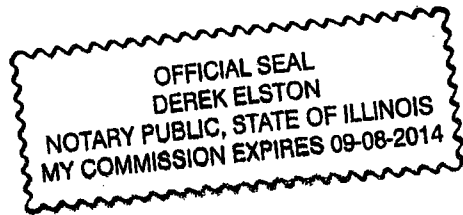
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 30<sup>th</sup> day of August, 2012, before me, Derek Elston, a Notary Public, within and for said County and State, personally appeared Linda M. Napolillo to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



	Rental Rate per Per Week	Total Cost for 36 Months
<b>Public Works Department</b>		
90 Sets of Cotton Uniforms	\$ <u>5.60</u>	\$ <u>78,624</u>
12 Sets of Coveralls	\$ <u>.50</u>	\$ <u>936</u>
13 Floor Mats	\$ <u>3.00</u>	\$ <u>6084</u>
2 Microfiber Mops	\$ <u>1.50</u>	\$ <u>468</u>
6 Dust Mops	\$ <u>.80</u>	\$ <u>748.80</u>
<b>Courthouse Maintenance Department</b>		
20 Sets of Cotton Uniforms	\$ <u>5.60</u>	\$ <u>17,472.80</u>
<b>Subtotal</b>		\$ <u>104,332.80</u>
Cost of each Employee Name Patch	\$ <u>.50</u>	
Total cost of 110 Employee Name Patches		\$ <u>NC on initial install</u>
Cost of each Employee Department Patch	\$ <u>.50</u>	
Total cost of 110 Employee Department Patches		\$ <u>NC on initial install</u>
Cost of each Employee Position Patch	\$ <u>.50</u>	
Total Cost of 15 Employee Position Patches		\$ <u>NC on initial install</u>
Cost of Make Up Fee for each employee	\$ <u>.50</u>	
Total Cost of Make Up Fee for 110 employees		\$ <u>NC on initial install</u>
Cost of each Service Charge per week	\$ <u>3.00</u>	
Total cost of 936 Service Charges		\$ <u>2808</u>
<b>Total Bid</b>		\$ <u>107,140.40</u>

By: Donny Wheeler

Company Name: Cintas

Address: 3437 Kambosa Ave.

Tuscaloosa, AL 35401

Phone: 205 394-1413



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/03/2012

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).

**PRODUCER**  
Aon Risk Services Northeast, Inc.  
c/o Client Service Center  
1000 Milwaukee Avenue  
Glenview IL 60025 USA

**CONTACT NAME:**  
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (847) 953-5390  
**E-MAIL ADDRESS:**

**INSURED**  
Cintas Corporation and its Subsidiaries  
6800 Cintas Blvd  
P.O. Box 625737  
Cincinnati OH 45262 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co Of Ct	25682
INSURER B: Travelers Property Cas Co of America	25674
INSURER C: Westchester Fire Insurance Company	10030
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 570046976518

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. **Limits shown are as requested**

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>			HC2EGL5A472M473112	07/01/2012	07/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comp/Coil \$0 Ded.			HC2E CAP 472M4651-12 AOS	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			G22035277007 SIR applies per policy terms & conditions	07/01/2012	07/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	HC2JUB472M470612	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Cintas Corporation and its Subsidiaries  
6800 Cintas Blvd.  
P. O. Box 625737  
Cincinnati OH 45262 USA

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

Holder Identifier : 91C

Certificate No : 570046976518

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

**EVIDENCE OF COVERAGE****Policy Term**  
07-01-2012 to 07-01-2013

This Evidence of Coverage is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Evidence of Coverage. This Evidence of Coverage does not amend, extend or alter the coverage described below. This Evidence of Coverage may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Evidence of Coverage without the consent of Aon is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Evidence of Coverage via [www.AonLine.Aon.com](http://www.AonLine.Aon.com). The information contained herein is as of the date referred to above. Aon shall be under no obligation to update such information.

**ADDITIONAL INFORMATION****GENERAL LIABILITY****ADDITIONAL INSURED WORDING:**

YOU are included as an Additional Insured on the General Liability policy where required by written contract executed prior to loss, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

**WAIVER OF SUBROGATION WORDING:**

Waiver of Subrogation applies in favor of YOU on the General Liability policy where required by written contract and only to the extent granted in that contract.

**AUTOMOBILE LIABILITY****ADDITIONAL INSURED WORDING:**

YOU are included as an Additional Insured on the Automobile Liability policy with regard to any leased vehicle where their interests may appear.

**PHYSICAL DAMAGE COVERAGE:**

The Named Insured assumes all Liability for Physical Damage.

**WORKERS' COMPENSATION****WAIVER OF SUBROGATION:**

Waiver of Subrogation Applies in favor of YOU on the Workers' Compensation policy with regard to work performed under a written contract that requires such an agreement and only to the extent granted in that contract.

The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

The Company hereby authorizes Aon Risk Services of Ohio Inc. to issue certificates of insurance, or to display Evidence of Coverage, including any Mortgagee or Loss Payee clauses consistent with the foregoing.

The Evidence of Coverage of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY        )

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_  
ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC, as Principal;  
and Fidelity and Deposit Company of Maryland, 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 (5%) of the Amount Bid ~~FIVE THOUSAND THREE HUNDRED SIXTY ONE~~ Dollars  
( \$ <sup>(5%)</sup> 5,306.51 ) 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:

Rental Uniform Bid

**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 5th day of September, 2012, the name and corporate representative, pursuant to authority of its governing body.

Witness:

*William Thomas Chiaro*

William Thomas Chiaro

Principal:

ARAMARK Uniform Services, a division of  
ARAMARK Uniform & Career Apparel, LLC (Seal)

By:

*David Michaelson*  
David Michaelson

Title: Vice President

Surety:

Fidelity and Deposit Company of Maryland (Seal)

By:

*Daniel P. Dunigan*  
Daniel P. Dunigan

Title: Attorney-in-Fact

ATTEST, Witness:

*Lois E. Eshleman*

Lois E. Eshleman

**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.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLEN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William F. SIMKISS, Daniel P. DUNIGAN, Brian C. BLOCK, Joseph W. KOLOK, JR., Richard J. DECKER and James L. HAHN, all of Paoli, Pennsylvania, EACH its true and lawful agent and Attorney-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 and undertakings, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes  
Assistant Secretary  
Eric D. Barnes

Thomas O. McClellen  
Vice President  
Thomas O. McClellen

State of Maryland  
City of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such 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 the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V; Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

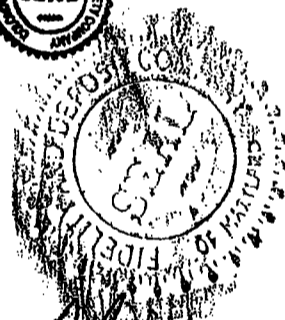
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5TH day of SEPTEMBER, 20 12.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**RENTAL UNIFORM BID SUBMISSION SHEET**

	Rental Rate per Per Week	Total Cost for 36 Months
<b>Public Works Department</b>		
90 Sets of Cotton Uniforms	\$ <u>5.25</u>	\$ <u>73,710.00</u>
12 Sets of Coveralls	\$ <u>9.00</u>	\$ <u>1,404.00</u>
13 Floor Mats	\$ <u>35.75</u>	\$ <u>5,577.00</u>
2 Microfiber Mops	\$ <u>1.70</u>	\$ <u>265.20</u>
6 Dust Mops	\$ <u>4.20</u>	\$ <u>655.20</u>
<b>Courthouse Maintenance Department</b>		
20 Sets of Cotton Uniforms	\$ <u>5.25</u>	\$ <u>16,380.00</u>
<b>Subtotal</b>		\$ <u>97,991.40</u>
Cost of each Employee Name Patch	\$ <u>.25</u>	
Total cost of 110 Employee Name Patches		\$ <u>357.50</u>
Cost of each Employee Department Patch	\$ <u>1.25</u>	
Total cost of 110 Employee Department Patches		\$ <u>1,787.50</u>
Cost of each Employee Position Patch	\$ <u>.25</u>	
Total Cost of 15 Employee Position Patches		\$ <u>48.75</u>
Cost of Make Up Fee for each employee	\$ <u>.50</u>	
Total Cost of Make Up Fee for 110 employees		\$ <u>1,265.00</u>
Cost of each Service Charge per week	\$ <u>5.00</u>	
Total cost of 936 Service Charges		\$ <u>4,680.00</u>
<b>Total Bid</b>		\$ <u>106,130.15</u>

By: Jim Sant

ARAMARK Uniform Services, a division of  
Company Nam ARAMARK Uniform & Career Apparel, LLC

Address: 115 N. First Street

Burbank, CA 91502

Phone: 818-973-3720

# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
09/12/2011

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> Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C NO. EXT): 877-945-7378      FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: <a href="mailto:certificates@willis.com">certificates@willis.com</a> INSURER(S) AFFORDING COVERAGE:      NAIC# INSURER A: ACE American Insurance Company      22667-003 INSURER B: Indemnity Insurance Company of North Amer      43575-001 INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> ARAMARK Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502	

**COVERAGES**      **CERTIFICATE NUMBER: 16518842**      **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	ADD'L SUBR INSR	SUBR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Liquor Law Liability</u> <input checked="" type="checkbox"/> <u>Vendor Liability</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG2552990A	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <u>Included</u> MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ <u>None</u> PRODUCTS - COM/PROP AGG \$ <u>None</u>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured for <input checked="" type="checkbox"/> Auto Physical Damage			ISAH08690479	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(CA&MA) WLRC46480880 (AOS) WLRC46480892 (WI) SCPC46480909	10/1/2011 10/1/2011 10/1/2011	10/1/2012 10/1/2012 10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)**  
 ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<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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## RESOLUTION

WHEREAS, the Tuscaloosa County Commission supports efforts to rebuild, improve and enhance the quality of life for residents of the County directly impacted by the April, 2011 tornado event and the County is eligible to apply for funds under the Community Development Block Grant Program (CDBG Disaster Recovery Program – Infrastructure) as administered by the Alabama Department of Economic and Community Affairs; and

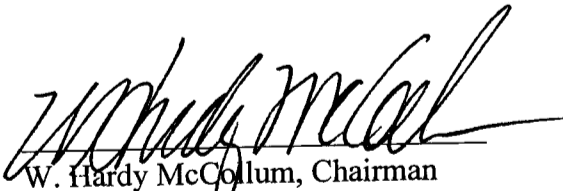
WHEREAS, a public hearing, as well as other community meetings has been held to solicit input from County residents regarding various proposed projects eligible under the subject grant program; and

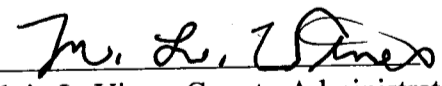
WHEREAS, upon review of these projects the determination has been made that there exists the need for an infrastructure construction project in a portion of the Holt community which was directly impacted and destroyed by the tornado of April, 2011;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the preparation and submission of the CDBG Disaster Recovery Grant Application requesting \$3,500,000.00 in grant funds which will provide a portion of the estimated construction cost of \$3,819,000.00 included in the \$4,500,000.00 project ;

BE IT FURTHER RESOLVED that \$1,000,000.00 in the form of cash match will be provided as a statement of local commitment to the project and that W. Hardy McCollum, Chairman, is hereby authorized to execute all required documents related to the submission of the application;

Approved and adopted this the 5th day of September, 2012

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

Attest:   
Melvin L. Vines, County Administrator  
Tuscaloosa County Commission

SEAL

PRELIMINARY



**TUSCALOOSA COUNTY COMMISSION  
HOLT COMMUNITY / CRESCENT RIDGE ROAD  
SANITARY SEWER EXPANSION PROJECT  
AREA "E"**

ENGINEER'S OPINION OF PROBABLE PROJECT COSTS  
Revised September 4, 2012

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
<b>SANITARY SEWER AND INFRASTRUCTURE IMPROVEMENTS</b>					
1	1	l.s.	Mobilization / Demobilization	15,000.00	15,000.00
2	15	acre	Clearing and Grubbing	2,500.00	37,500.00
3	17500	l.f.	PVC Gravity Sanitary Sewer Main	35.00	612,500.00
4	1500	l.f.	16" Steel Casing for ALDOT By-Pass Sanitary Sewer Crossing	100.00	150,000.00
5	3000	l.f.	4" PVC Laterals from Sewer Main to R.O.W.	20.00	60,000.00
6	18000	l.f.	4" PVC Laterals from R.O.W. to House Connection	20.00	360,000.00
7	3500	l.f.	Sanitary Sewer PVC Forcemain	10.00	35,000.00
8	1	l.s.	Sanitary Sewer Lift Station	275,000.00	275,000.00
9	1	l.s.	Sanitary Sewer Lift Station Access Road	25,000.00	25,000.00
10	60	each	48" Diameter Precast Manhole	3,000.00	180,000.00
11	100	each	8"x4" Wyes	50.00	5,000.00
12	64	each	Electronic Locators	50.00	3,200.00
13	36	each	House Connections / Abandon Existing Septic Tank	2,500.00	90,000.00
14	12900	c.y.i.p.	Trench Rock Excavation	25.00	322,500.00
15	13700	c.y.i.p.	Select Backfill, ALDOT Section 801, No. 57 Crushed Limestone	25.00	342,500.00
16	10500	s.y.	Select Backfill, ALDOT Section 825B, Crushed Aggregate Base	10.00	105,000.00
17	11000	s.y.	Improved Bituminous Concrete Binder, (Patching), ALDOT Section 429B (5" Thick)	25.00	275,000.00
18	1	l.s.	Storm Water and Erosion Control	50,000.00	50,000.00
19	15	acre	Grassing, Mulching and Fertilizing	1,000.00	15,000.00
20	20000	s.y.	Solid Sod for Yard Replacement	4.00	80,000.00
21	1	l.s.	Existing Utility Adjustment	50,000.00	50,000.00
22	1	l.s.	Traffic Control	25,000.00	25,000.00
23	12	each	Solar Panel Street Light Assembly	5,000.00	60,000.00

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
<b>STREET REHABILITATION AND WIDENING</b>					
50	7500	s.y.	Street Widening Subgrade Preparation	6.00	45,000.00
51	1	l.s.	Road Surface Leveling for Pavement Overlay	25,000.00	25,000.00
52	5500	s.y.	ALDOT Section 825B Crushed Aggregate Base Course for Street Widening	10.00	55,000.00
53	11500	s.y.	Improved Bituminous Concrete Wearing Surface, (Overlay), ALDOT Section 429A (1" Thick)	7.00	80,500.00
54	1	l.s.	Striping and Markings	5,000.00	5,000.00
55	5	acre	Grassing, Mulching, Fertilization	1,000.00	5,000.00
56	1	l.s.	Storm Water and Erosion Control	30,000.00	30,000.00
57	1	l.s.	Traffic Control	20,000.00	20,000.00
				Subtotal	\$3,438,700
				Contingency	\$320,300
				Total Estimated Construction Cost	\$3,759,000
				Engineering Design - Plans, Specifications, and Contract Documents	\$257,000
				Field Data Gathering Survey	\$23,000
				Construction Layout	\$64,000
				NPDES Stormwater Permit Application and Monthly Inspections and Reports	\$30,000
				Construction Inspection and Administration	\$252,000
				Easement Surveys, Legal Descriptions, Tract Maps, and Negotiations for Easement Acquisitions	\$35,000
				House Plumbing Inspection	\$10,000
				Program Management and Administration	\$70,000
				<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$4,500,000</b>

Grant Funds Requested		\$3,500,000
Tuscaloosa County Commission Matching Funds		
Engineering and Related Services	\$661,000	
Administration	\$80,000	
Construction	\$259,000	
	<u>\$1,000,000</u>	\$1,000,000
<b>TOTAL ESTIMATED FUNDS AVAILABLE:</b>		<b>\$4,500,000</b>

P R E L I M I N A R Y

MONTH OF: JULY , 2012

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	13183-13665	\$5,785,566.51
SPECIAL SALES TAX	29-30	\$4,000,000.00
112 ROAD & BRIDGE	3708-3900	\$1,630,313.39
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX	311	\$600,000.00
120 REAPPRAISAL	1862-1887	\$204,804.27
160 COMMUNITY DEVELOP		
710 PAYROLL-CHECKS	92594-92646	\$1,267,745.73
	54141-54269	\$117,254.04
PAYROLL-DIR DEP	4243-5139	\$1,058,274.92
720 EXCESS LAND SALES	365-367	\$18,239.93
730 FIDUCIARY		
750 PISTOL PERMIT	7739-7753	\$34,877.00
780 E911	4688-4702	\$68,363.81
781 GAS TAX BONDING		
783 WORKMEN'S COMP	107	\$22,169.94
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		
		<hr/>
		\$14,807,609.54

CHECKED BY: WM Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM

W Hardy McCollum

COMMISSIONER, DON WALLACE

Don Wallace

COMMISSIONER, GARY YOUNGBLOOD

Gary Youngblood

COMMISSIONER, BOBBY MILLER

COMMISSIONER, REGINALD MURRAY

Reginald Murray