

TUSCALOOSA COUNTY COMMISSION

MEETING

March 27, 2013

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:

Stan Acker
Jerry Tingle
Bobby Miller
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to meet on the second and fourth Wednesday's in April 2013 and beginning May 1, 2013, revert to the regular schedule of meeting on the first and third Wednesday's of the month until further notice.

Exhibit 3-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize payment of invoices to Burk-Kleinpeter and Almon Associates for the following bridge replacement projects:

Old Jasper Road over Tyro Creek \$350.00
Upper Tyro Road over Tyro Creek \$400.00
Hosmer Road over Rockcastle Creek \$900.00
Old Fayette Road over Binion Creek tributary \$7,750.00
South Sandy Road over Big Sandy Creek \$6,500.00
Malone Creek Road over Malone Mill Creek \$5,591.50
Moccasin Branch Road \$1,677.50
Dobbs Road \$1,337.50

Exhibit 3-2, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize approval of an agreement with the Alabama Department of Transportation for installation of a traffic control signal and turn lanes at the intersection of U.S. Highway 43 and Tierce Patton Road with a total cost to the County of \$113,000.00.

Exhibit 3-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize approval of an agreement with the Alabama Department of Transportation for installation of a traffic control signal at the intersection of U.S. Highway 11 and Gainesville Road with a total cost to the County of \$5,700.00.

Exhibit 3-4, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a Subdivision Plat Waiver Request for PTAK Subdivision. (Plat drawing is on a 1" = 200' scale. Regulations specify a minimum scale of 1" = 100').

Exhibit 3-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt resolutions to accept River Point Subdivision and River Point Phase II Subdivision for maintenance by the Tuscaloosa County Commission.

Exhibit 3-6, Page

Exhibit 3-7, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, to authorize Tuscaloosa County Public Works to hire an appraiser and acquire the right-of-way to build a cul-de-sac on 69th Avenue. After discussion, Commissioner Reginald Murray, withdrew the motion and advised the property owner would be contacted again regarding the right-of-way.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss the selection of a Consulting Engineer for the Holman Church Road Bridge and Water Authority Board Appointments.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the firm of McGiffert & Associates as Project Engineer for the Holt Infrastructure Project (CDBG Grant), subsequent to approval by ADECA.

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into the official record that Tuscaloosa County Commission will cover up to \$2,100,000.00 for the Brookwood High School Access Road Project. It was noted by Chief Financial Officer Bill Lamb that the contract amount is \$2,109,978.35.


Commissioner Bobby Miller moved, to request that Tuscaloosa County Public Works extend maintenance on the lower part of 68th Street from the end of the pavement to 1025 68th Street. Commissioner Bobby Miller added that he had an affidavit signed by former Public Works employee, Bill Thomas, stating that this area of 68th Street had previously been maintained by Tuscaloosa County. After discussion, Chairman McCollum requested that Engineering review the road status and make a report to the Commission.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appoint J. Gary Falls to the Carroll's Creek Water Authority Board. The term will expire March 1, 2019.

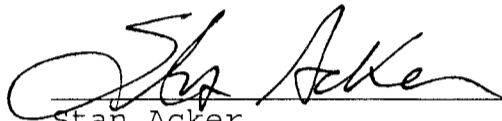
Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reappoint J. Gary Falls to the Park and Recreation Authority Board of Directors. The term will expire October 1, 2015.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize Burk-Kleinpeter, Inc. as the Consulting Engineer for the Holman Church Road Bridge.

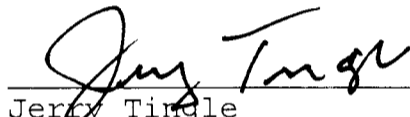
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 10, 2013.



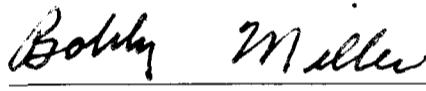
W. Hardy McCallum
Judge of Probate and Chairman
Tuscaloosa County Commission



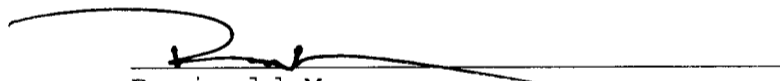
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

W. HARDY McCOLLUM
CHAIRMAN

MELVIN L. VINES
COUNTY ADMINISTRATOR

WILLIAM M. LAMB
CHIEF FINANCIAL OFFICER



MEMBERS
STAN ACKER
JERRY TINGLE
BOBBY MILLER
REGINALD MURRAY

COUNTY COMMISSION

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

TO: Whom It May Concern

FROM: Melvin L. Vines, County Administrator

RE: County Commission Meeting Schedule

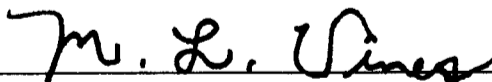
DATE: March 28, 2013

The Tuscaloosa County Commission will meet on the second and fourth Wednesday's in April 2013:

April 10, 2013	9:00 a.m.
April 24, 2013	4:00 p.m.

Beginning May 1, 2013, the Commission will revert to the regular schedule of meeting on the first and third Wednesday's of the month until further notice:

May 1, 2013	9:00 a.m.
May 15, 2013	4:00 p.m.



Melvin L. Vines
County Administrator

MLV/pm

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WM. R. "BIFF" BURK, III, PE

ASSOCIATES
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WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BLVD, SUITE 180

TUSCALOOSA, AL 35401

TELEPHONE (205) 759-3221 FAX (205) 759-9166

WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE



OVER 100 YEARS OF SERVICE

February 28, 2013

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

RE: Tyro Creek Bridge Replacement

Invoice # 18

BKI Job No. TU.11.004

For professional services rendered on the referenced project through the month of February 2013.

PAYMENT REQUEST NO 18

	<u>TOTAL</u> <u>AMOUNT</u>	<u>%</u> <u>COMPLETE</u>	<u>AMOUNT</u> <u>COMPLETE</u>	<u>CURRENT</u> <u>AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	99%	\$ 46,175.00	\$ 350.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	42%	\$ 12,449.18	\$ -
			\$ 66,324.18	\$ 350.00

PREVIOUSLY INVOICED: \$ (65,974.18)

AMOUNT DUE: \$ 350.00

BKI INVOICE: 52511

ks

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TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



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BRUCE L. HIGGINBOTHAM, PE



OVER 100 YEARS OF SERVICE

February 28, 2013

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

Tuscaloosa County Misc. Bridge Replacements
Client Number 252
Invoice #19
BKI Job No. TU.11.006

For professional services rendered on the referenced project through the month of February 2013.

PAYMENT REQUEST NO.19

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<u>Jay Creek Bridge</u>				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
<u>Upper Tyro Creek</u>				
DESIGN SERVICES	\$51,000.00	97%	\$ 50,135.00	\$ 400.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
ADDITIONAL SERVICES/ GEOTECHNICAL SERVICES	\$20,988.00	9%	\$ 3,908.18	\$ -
<u>Rock Castle Creek</u>				
DESIGN SERVICES	\$25,500.00	98%	\$ 25,430.00	\$ 500.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	\$133,150.00		\$ 96,583.18	\$ 900.00

PREVIOUSLY INVOICED: \$ (95,683.18)
AMOUNT DUE: \$ 900.00

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BKI INVOICE: 52512



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O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE



OVER 100 YEARS OF SERVICE

February 28, 2013

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

Tuscaloosa County Misc. Bridge Replacements
Client Number 252
Invoice #19
BKI Job No. TU.11.006

For professional services rendered on the referenced project through the month of February 2013.

PAYMENT REQUEST NO.19

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<u>Jay Creek Bridge</u>				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
<u>Upper Tyro Creek</u>				
DESIGN SERVICES	\$51,000.00	97%	\$ 50,135.00	\$ 400.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
ADDITIONAL SERVICES/ GEOTECHNICAL SERVICES	\$20,988.00	9%	\$ 3,908.18	\$ -
<u>Rock Castle Creek</u>				
DESIGN SERVICES	\$25,500.00	98%	\$ 25,430.00	\$ 500.00
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	<u>\$133,150.00</u>		<u>\$ 96,583.18</u>	<u>\$ 900.00</u>

PREVIOUSLY INVOICED: \$ (95,683.18)
AMOUNT DUE: \$ 900.00

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BKI INVOICE: 52512



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OVER 100 YEARS OF SERVICE

February 28, 2013

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

RE: Binion Creek Tributary Bridge Replacement
Client Number 252
Invoice #5
BKI Job No. Tu.12.018-01

For professional services rendered on the referenced project through the month of February 2013.

PAYMENT REQUEST NO. 5

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$19,500.00	82%	\$ 16,000.00	\$ 1,500.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
PROPERTY PLATS	\$2,500.00	80%	\$ 2,250.00	\$ 250.00
GEOTECHNICAL SERVICES	\$ 17,999.00	33%	\$ 6,000.00	\$ 6,000.00
	<u>\$45,499.00</u>		<u>\$ 29,750.00</u>	<u>\$ 7,750.00</u>

PREVIOUSLY INVOICED: \$ (22,000.00)
AMOUNT DUE: \$ 7,750.00

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BKI INVOICE: 52513
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TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



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VICE PRESIDENT
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OVER 100 YEARS OF SERVICE

February 28, 2013

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

RE: South Sandy Bridge Replacement
Client Number 252
Invoice #11
BKI Job No. Tu.12.010-01

For professional services rendered on the referenced project through the month of February 2013.

PAYMENT REQUEST NO.11

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$65,000.00	88%	\$ 57,500.00	\$ 2,000.00
SURVEY SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
PROPERTY PLATS	\$2,500.00	60%	\$ 1,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	72%	\$ 17,000.00	\$ -
	<u>\$98,750.00</u>		<u>\$ 83,500.00</u>	<u>\$ 2,000.00</u>
SUPPLEMENTAL AGREEMENT				
DESIGN SERVICES	\$51,750.00	94%	\$ 48,500.00	\$ -
GEOTECHNICAL SERVICES	\$7,500.00	87%	\$ 6,500.00	\$ 4,500.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
			<u>\$ 60,500.00</u>	<u>\$ 6,500.00</u>

PREVIOUSLY INVOICED: \$ (137,500.00)
AMOUNT DUE: \$ 6,500.00

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BKI INVOICE: 52544



TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

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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 00001
 Date 02/28/2013

Project 2012131 TUSCALOOSA COUNTY
 MALONE CREEK ROAD BRIDGE OVER
 MALONE MILL CREEK

For Professional Service from February 1, 2013 to February 28, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign Topographic Survey	5,200.00	0.00	5,200.00	5,200.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	0.00	114.00	114.00
Additional Topographic Survey, if roadway realignmant is required	1,850.00	0.00	0.00	0.00
Subtotal	9,900.00	0.00	5,314.00	5,314.00
Structural				
Bridge Structural Design	37,000.00	0.00	0.00	0.00
Transportation				
Roadway Geometry and Approach Plans	18,500.00	0.00	277.50	277.50
Categorical Exclusion Preparation Services	3,500.00	0.00	0.00	0.00
Utility Coordination Services	1,200.00	0.00	0.00	0.00
Geotechnical Engineering	21,300.00	0.00	0.00	0.00
Additional Geotech, if 3 span brige is required	3,700.00	0.00	0.00	0.00
Subtotal	48,200.00	0.00	277.50	277.50
Total	95,100.00	0.00	5,591.50	5,591.50

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MAR 11 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT



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

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

Invoice number 00008
 Date 02/28/2013

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

For Professional Services from February 1, 2013 to February 28, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Moccasin Branch Road Bridge, TCP 63-01-12				
Survey	6,150.00	6,150.00	6,150.00	0.00
Engineering Design	23,150.00	20,835.00	21,992.50	1,157.50
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	650.00	1,170.00	520.00
Subtotal	34,000.00	27,635.00	29,312.50	1,677.50
Dobbs Road Bridge, TCP 63-02-12				
Survey	7,150.00	7,150.00	7,150.00	0.00
Engineering Design	24,150.00	21,735.00	22,942.50	1,207.50
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	1,040.00	1,170.00	130.00
Subtotal	36,000.00	29,925.00	31,262.50	1,337.50
Total	70,000.00	57,560.00	60,575.00	3,015.00

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MAR 11 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT



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

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

Invoice number 00008
 Date 02/28/2013

Project 2012094 TUSCALOOSA COUNTY
 BRIDGE REPLACEMENT PROJECTS
 2012

For Professional Services from February 1, 2013 to February 28, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Moccasin Branch Road Bridge, TCP 63-01-12				
Survey	6,150.00	6,150.00	6,150.00	0.00
Engineering Design	23,150.00	20,835.00	21,992.50	1,157.50
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	650.00	1,170.00	520.00
Subtotal	34,000.00	27,635.00	29,312.50	1,677.50
Dobbs Road Bridge, TCP 63-02-12				
Survey	7,150.00	7,150.00	7,150.00	0.00
Engineering Design	24,150.00	21,735.00	22,942.50	1,207.50
Categorical Exclusion	3,500.00	0.00	0.00	0.00
Utility Coordination	1,200.00	1,040.00	1,170.00	130.00
Subtotal	36,000.00	29,925.00	31,262.50	1,337.50
Total	70,000.00	57,560.00	60,575.00	3,015.00

RECEIVED

MAR 11 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

For Official Use Only: Legal Reference Number: _____ ALDOT Permit Number: _____
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Division Permit Number: _____ Project Number: _____

Division: FIFTH County: TUSCALOOSA

**STATE OF ALABAMA acting by and through the
 ALABAMA DEPARTMENT OF TRANSPORTATION: PERMIT/AGREEMENT for the
 INSTALLATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING**

This Permit/Agreement, in accordance with resolution number _____ dated _____ (or minutes dated) _____ attached hereto and made part of this Permit/Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE), the TUSCALOOSA COUNTY COMMISSION (herein referred to as OWNER), and the [applicable not applicable] _____ (herein referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work above indicated by the alphabetic letter of "X" marked in the check-boxes above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

AL-13/US-43 @ TIERCE PATTON ROAD/CR 90/LAKELAND HILLS ROAD [A & D]

- In the event the work to be accomplished is herein above identified by (A) and/or (B), the STATE OWNER PERMITTEE will furnish and the STATE OWNER PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Permit/Agreement.

Permit Number _____

Project Number _____

Division FIFTH

County TUSCALOOSA

3/31/2000

EXHIBIT O

CERTIFICATION

FUNDING RATIO FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING AT AL-13/US-43 @ TIERCE PATTON ROAD/CR 90/LAKELAND HILLS ROAD

The Alabama Department of Transportation (hereinafter referred to as the STATE) and the Tuscaloosa County Commission (hereinafter referred to as the OWNER) wishes to install a traffic signal and/or street lighting at AL-13/US-43 @ TIERCE PATTON ROAD/CR 90. This installation requires participation by the STATE and the OWNER in funding the installation cost. The total estimated cost to install a traffic signal at this location is \$80,000 with 50 percent funded by the STATE and 50 percent funded by the OWNER. In the event the final installation cost is less than the total estimated cost, the STATE and the OWNER will share in the cost under-run at the above-mentioned funding ratio and, therefore, the STATE will refund to the OWNER 50 percent of the under-run. In the event the final installation cost exceeds the total estimated cost, the STATE and the OWNER will share in the cost over-run at the above-mentioned funding ratio and, therefore, the OWNER will submit a check to the STATE for 50 percent of the cost over-run.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable following:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. The State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. The National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the OWNER or PERMITTEE, as applicable, furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the OWNER or PERMITTEE, as applicable, shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Ownership of any and all equipment and/or associated hardware furnished by the STATE shall be transferred to the OWNER upon completion of the work indicated herein.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware, and invoice the OWNER for all costs incurred. The OWNER agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the OWNER shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by a school authority or a local government on behalf of a school authority and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the OWNER agrees to accept all responsibility for any injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware.

B. Warranted traffic control signal. (Mark with "X" if applicable in check-box)

If the location identified on page one has "Traffic Control Signal:" marked, and the signal is warranted as marked above, the OWNER PERMITTEE (mark with "X" as applicable for the party identified on page one, section 1) shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER or PERMITTEE, as applicable, anyone employed by the OWNER or PERMITTEE, as applicable, or anyone for whose acts the OWNER or PERMITTEE, as applicable, may be liable.

Additionally, the OWNER shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees, in both their official and individual capacities, from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the OWNER'S operation and maintenance of the equipment and/or associated hardware, or any claim, damage, loss or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER, anyone employed by the OWNER, or anyone for whose acts the OWNER may be liable.

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

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE OWNER PERMITTEE.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Permit/Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the OWNER.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Permit/Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 Permit/Agreement shall contravene any statute of Constitutional Provision or Amendment, be enacted, then the conflicting provision in this Permit/Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Permit/Agreement, the parties hereto agree, in compliance with the recommendations 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's Office of Administrative Hearings or where appropriate, private mediators.

12. TERMINATION DUE TO INSUFFICIENT FUNDS
 - A. If this Permit/Agreement term is to exceed more than one fiscal year, then said Permit/Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Permit/Agreement in subsequent fiscal years.
 - B. In the event of proration of the fund from which payment under this Permit/Agreement is to be made, this Permit/Agreement will be subject to termination.

13. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Permit/Agreement.
14. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

5 - 3 SEC, 12", RED CIRCULAR, YELLOW CIRCULAR, GREEN CIRCULAR

3 - 5 SEC, 12", RED CIRCULAR, YELLOW CIRCULAR, GREEN CIRCULAR, YELLOW ARROW, RED ARROW

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
		<input type="checkbox"/> Other: _____	
		SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO	

15. Distance in feet to the nearest adjacent traffic control signal: NOTE – if this Permit/Agreement covers more than one intersection, please use a continuation sheet.
- North 43,300 South 18,480 East N/A West N/A
16. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.
17. The cycle length for actuated controllers shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controllers shall be dictated by the traffic volume count with adjustments when STATE approved.
18. In the event the warranting of the traffic control signal(s) is(are) based on projected traffic volumes developed and generated by a qualified Transportation Engineering Consulting firm using computer programs, data, and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers' Trip Generation Handbook, the following shall apply: If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices for Streets and Highways projected warranting criteria, the STATE reserves the right to demand the removal of the traffic control signal and/or associated hardware from the STATE highway system.

19. In the event the work to be accomplished is hereinbefore identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE OWNER PERMITTEE shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Permit/Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycles, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by (A), (B), and/or (C) and any immediately adjoining intersection(s) **NOT** identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Permit/Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Permit/Agreement.
20. By entering into this agreement, the OWNER and/or PERMITTEE is not an agent of the State, its officers, employees, agents or assigns. The OWNER and/or PERMITTEE is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
21. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting therefrom.

WITNESS WHEREOF, the parties hereto have caused this Permit/Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Permit/Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.

(Seal of OWNER)

_____ Legal Name of PERMITTEE (if applicable)
By: _____ Authorized Signature for PERMITTEE

Attest: Mr. L. Vines
(Seal or notary signature)

Tuscaloosa County Commission
Legal Name of OWNER
By: [Signature]
Authorized Signature for OWNER

Recommended for approval:
By: [Signature]
Division Engineer Signature

Approved as to form:
By: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Permit/Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

By: _____
State Traffic Engineer Signature

By: _____
State Maintenance Engineer Signature

For Official Use Only: Legal Reference Number: _____ ALDOT Permit Number: _____
--

Division Permit Number: _____ Project Number: _____

Division: FIFTH County: Tuscaloosa

**STATE OF ALABAMA acting by and through the
 ALABAMA DEPARTMENT OF TRANSPORTATION: PERMIT/AGREEMENT for the
 INSTALLATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING**

This Permit/Agreement, in accordance with resolution number _____ dated _____ (or minutes dated) _____ attached hereto and made part of this Permit/Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE), the TUSCALOOSA COUNTY COMMISSION (herein referred to as OWNER), and the [applicable not applicable] _____ (herein referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work above indicated by the alphabetic letter of "X" marked in the check-boxes above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

INSTALLATION OF INTERSECTION FLASHING BEACON AT THE INTERSECTION OF U. S. HIGHWAY 11 AND CR 10/CR 51 (GAINESVILLE ROAD) IN TUSCALOOSA COUNTY (FOSTERS, AL)

- In the event the work to be accomplished is herein above identified by (A) and/or (B), the STATE OWNER PERMITTEE will furnish and the STATE OWNER PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Permit/Agreement.

Permit Number _____

Project Number _____

Division _____

County _____

3/31/2000

EXHIBIT O

CERTIFICATION

FUNDING RATIO FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING AT U. S. HIGHWAY 11 AND CR10/CR 51
(GAINESVILLE ROAD)

The Alabama Department of Transportation (hereinafter referred to as the STATE) and the Tuscaloosa County Commission (hereinafter referred to as the OWNER) wishes to install a traffic signal and/or street lighting at U. S. HWY. 11 AND CR 10/CR 51 (GAINESVILLE ROAD). This installation requires participation by the STATE and the OWNER in funding the installation cost. The total estimated cost to install a traffic signal at this location is \$5700.00 with 0 percent funded by the STATE and 100 percent funded by the OWNER. In the event the final installation cost is less than the total estimated cost, the STATE and the OWNER will share in the cost under-run at the above-mentioned funding ratio and, therefore, the STATE will refund to the OWNER 100 percent of the under-run. In the event the final installation cost exceeds the total estimated cost, the STATE and the OWNER will share in the cost over-run at the above-mentioned funding ration and, therefore, the OWNER will submit a check to the STATE for 100 percent of the cost over-run.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable following:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. The State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. The National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the OWNER or PERMITTEE, as applicable, furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the OWNER or PERMITTEE, as applicable, shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Ownership of any and all equipment and/or associated hardware furnished by the STATE shall be transferred to the OWNER upon completion of the work indicated herein.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware, and invoice the OWNER for all costs incurred. The OWNER agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the OWNER shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by a school authority or a local government on behalf of a school authority and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the OWNER agrees to accept all responsibility for any injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware.

B. Warranted traffic control signal. (Mark with "X" if applicable in check-box)

If the location identified on page one has "Traffic Control Signal:" marked, and the signal is warranted as marked above, the OWNER PERMITTEE (mark with "X" as applicable for the party identified on page one, section 1) shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER or PERMITTEE, as applicable, anyone employed by the OWNER or PERMITTEE, as applicable, or anyone for whose acts the OWNER or PERMITTEE, as applicable, may be liable.

Additionally, the OWNER shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees, in both their official and individual capacities, from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the OWNER'S operation and maintenance of the equipment and/or associated hardware, or any claim, damage, loss or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER, anyone employed by the OWNER, or anyone for whose acts the OWNER may be liable.

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

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE OWNER PERMITTEE.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Permit/Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the OWNER.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "*Exhibit M*" is attached to and made a part of this Permit/Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 Permit/Agreement shall contravene any statute of Constitutional Provision or Amendment, be enacted, then the conflicting provision in this Permit/Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Permit/Agreement, the parties hereto agree, in compliance with the recommendations 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's Office of Administrative Hearings or where appropriate, private mediators.

12. TERMINATION DUE TO INSUFFICIENT FUNDS
- A. If this Permit/Agreement term is to exceed more than one fiscal year, then said Permit/Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Permit/Agreement in subsequent fiscal years.
- B. In the event of proration of the fund from which payment under this Permit/Agreement is to be made, this Permit/Agreement will be subject to termination.

13. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Permit/Agreement.
14. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input checked="" type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
		<input type="checkbox"/> Other: _____	
		SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO	

15. Distance in feet to the nearest adjacent traffic control signal: **NOTE – if this Permit/Agreement covers more than one intersection, please use a continuation sheet.**
- North _____ South _____ East _____ West _____
16. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.
17. The cycle length for actuated controllers shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controllers shall be dictated by the traffic volume count with adjustments when STATE approved.
18. In the event the warranting of the traffic control signal(s) is(are) based on projected traffic volumes developed and generated by a qualified Transportation Engineering Consulting firm using computer programs, data, and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers' Trip Generation Handbook, the following shall apply: If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices for Streets and Highways projected warranting criteria, the STATE reserves the right to demand the removal of the traffic control signal and/or associated hardware from the STATE highway system.

19. In the event the work to be accomplished is hereinbefore identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE OWNER PERMITTEE shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Permit/Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycles, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by (A), (B), and/or (C) and any immediately adjoining intersection(s) **NOT** identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Permit/Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Permit/Agreement.
20. By entering into this agreement, the OWNER and/or PERMITTEE is not an agent of the State, its officers, employees, agents or assigns. The OWNER and/or PERMITTEE is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
21. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting therefrom.

WITNESS WHEREOF, the parties hereto have caused this Permit/Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Permit/Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.

(Seal of OWNER)

_____ Legal Name of PERMITTEE (if applicable)
By: _____ Authorized Signature for PERMITTEE

Tuscaloosa County Commission
Legal Name of OWNER

Attest: M. L. Jones
(Seal or notary signature)

By: [Signature]
Authorized Signature for OWNER

Recommended for approval:

By: [Signature]
Division Engineer Signature

Approved as to form:

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

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Permit/Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

By: _____
State Traffic Engineer Signature

By: _____
State Maintenance Engineer Signature

HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors

March 20, 2013

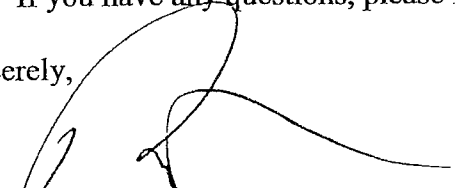
Tuscaloosa County Commission
Tuscaloosa, Alabama

RE: PTAK Subdivision

To Whom It May Concern:

I respectfully request a variance from the scale requirements on the above mentioned subdivision plat. If you have any questions, please feel free to call.

Sincerely,



David R. Herndon
President

2728 Lurleen Wallace Boulevard
Post Office Box 508
Northport, Alabama 35476
Phone: 205.333.0003 • Fax: 205.333.0178

RECEIVED

MAR 20 2013

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



Bobby C. Hagler
County Engineer

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT
2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600



Allan D. Springer, Sr.
Assistant County Engineer

March 27, 2013

Subdivision Wavier Request Tuscaloosa County Commission

Ptak Subdivision

Commission District: 1

Developer: James T. and Kimberly A. Ptak

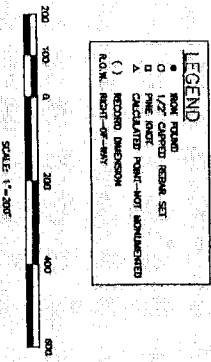
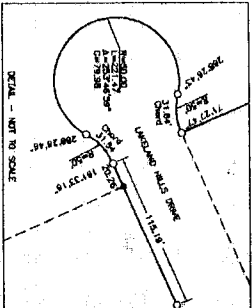
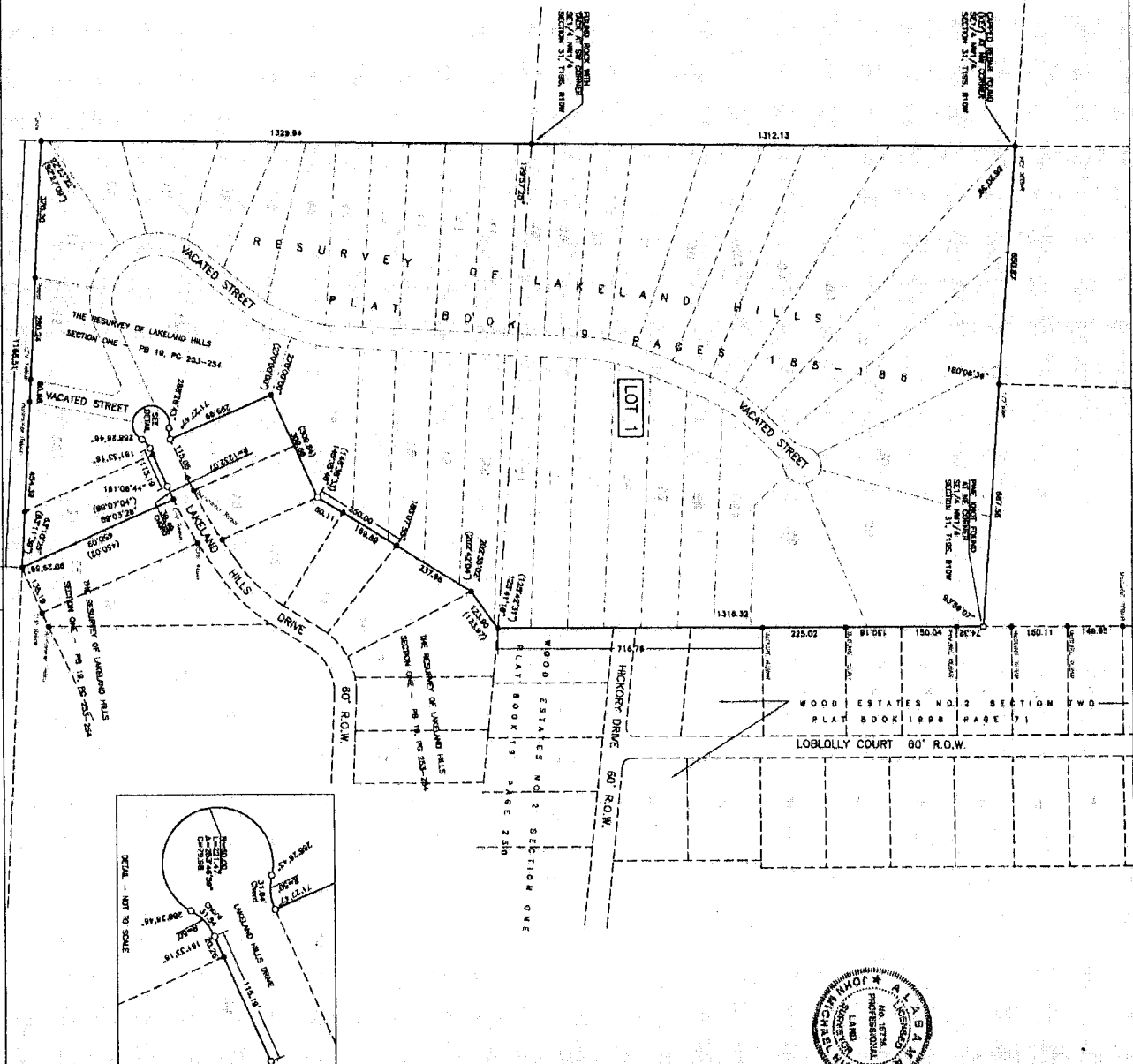
Engineer / Surveyor: Herndon, Hicks & Associates, Inc. – John Michael Hicks

Wavier Request: 1. The request is to allow the drawing to be platted at a 1" = 200' scales instead of 1" = 100'

Date Plat Recorded: This plat has not been recorded

Comments: None

This is a request for a waiver on the scale of the Final Plat. The regulations state that the final plat "shall be clearly and legibly drawn at a convenient scale of not less than one inch equals one hundred feet. Mr. David R. "Bobby" Herndon, President of Herndon, Hicks & Associates, Inc., has attached a letter of request to allow the drawing to be platted at one inch equals two hundred feet.



LEGEND

- WORK CORRECTION BEARS SET
- FINE POINT
- △ CALCULATED POINT-NOT DIMENSIONED
- () RECORD DIMENSION
- F.O.W. NORTH-SOUTH

NOTE: The "Vacated Streets" shown hereon were vacated by the Tuscaloosa County Commission on December 10, 2012 by resolution a copy of which is on file in the Public Office of said County in File Book 2012 of Page 20882.

This subdivision was the recipient of the Tuscaloosa County Health Department's letter of approval of approval of the plat and the plat was approved on 2/15/2013. This was done on the day of March 2013.

Blaine G. Montgomery
 Professional Engineer
 State of Alabama

This plat approved by the Planning Department of the County of Tuscaloosa, Alabama on the day of _____, 2013.

County Engineer _____

County Planner _____



STATE OF ALABAMA
 TUSCALOOSA COUNTY

I, Blaine G. Montgomery, Professional Engineer, No. 19774, State of Alabama, do hereby certify that the above plat was approved by the Planning Department of the County of Tuscaloosa, Alabama on the day of _____, 2013.

Blaine G. Montgomery
 Professional Engineer
 State of Alabama

Blaine G. Montgomery
 Professional Engineer
 No. 19774
 State of Alabama

Approved by the Planning Department of the County of Tuscaloosa, Alabama on the day of _____, 2013.

County Engineer _____

County Planner _____

HERNDON, HICKS & ASSOCIATES, INC.

2728 Lullwater National Blvd. (P.O. Box 598) - Monticello, AL 35095
 Phone (205) 355-8800 - Fax (205) 355-0278
 www.herdonhicks.com

Peak Subdivision

In the SE1/4 of the NW1/4 and the NE1/4 of the SW1/4 of Section 31, T15S, R10W
 Tuscaloosa County, Alabama

Source	2012-12-25 & 2013-2005	Job No.	1210-014
Field Work	JUN. 2012	Date	12-15-13
Survey Type	REBOUND	Drawn By	LS
ACAD File	1210-014.dwg	Checked By	SH
CORD File	1210-014.cord	Approved By	SH
		Surveyed By	JT

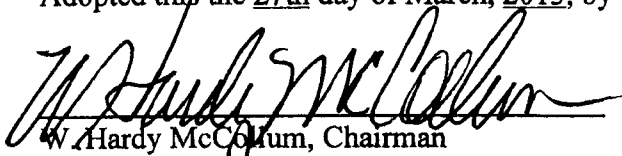
**RESOLUTION ACCEPTING STREETS IN
RIVER POINT SUBDIVISION**

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 River Point 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.

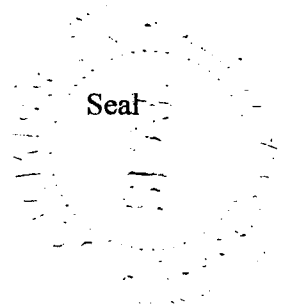
NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

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 27th day of March, 2013, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator



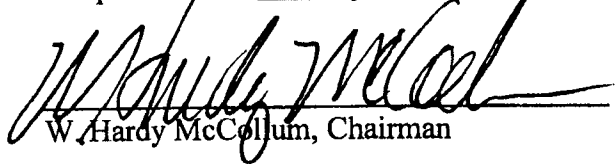
**RESOLUTION ACCEPTING STREETS IN
RIVER POINT PHASE II SUBDIVISION**

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 River Point Phase II 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 27th day of March, 2013, by the TUSCALOOSA COUNTY COMMISSION.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator

