

TUSCALOOSA COUNTY COMMISSION

MEETING

August 14, 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 Bobby Miller moved, seconded by Commissioner Stan Acker, 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 \$212.19
Holman Church Road \$8,500.00
South Sandy Road over Big Sandy Road \$450.00
Old Fayette Road over Binion Creek tributary \$3,750.00
Traweek Road over Binion Creek \$3,560.00
Malone Creek Road over Malone Mill Creek \$3,700.00

Exhibit 8-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize the Chairman to execute an agreement between the County and the State of Alabama Department of Transportation, for funding of Project No. BRZ-6300(220), for the bridge replacement on Hargrove Road over Lye Branch.

Exhibit 8-2, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt resolutions approving and accepting the following preliminary plat submissions:

Maxwell Crossing - A Resurvey of Lot 4
Carrolls Division - Plat No. 1
Waters Edge

Exhibit 8-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution approving and accepting the following preliminary plat submission:

Kings Ridge Phase II

Exhibit 8-4, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to withdraw the preliminary plat submission for the John R. Burroughs and Watkins survey.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for geogrid material to Strata Systems, the lowest bidder meeting specifications and requirements. The bids were opened August 7, 2013.

Exhibit 8-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a list of 15 projects identified for Tuscaloosa County through ATRIP funding. Breakdown of projects are as follows: City of Tuscaloosa/Tuscaloosa County-2, City of Northport-1, Tuscaloosa County-12, (less the M-Class Boulevard Project). Total ATRIP funding allocated for these projects is \$17,110,376.17. An overrun of grant funds totaling \$300,752.89, will be subtracted from the ATRIP allocation to the M-Class Boulevard Project, and added back to the local matching funds, now approaching \$3,000,000.00, along with authorization to submit a grant

application for an Industrial Access Project, to the State of Alabama Department of Transportation. Any funding received for this project would go back into the local matching funds for the M-Class Boulevard Project.

Exhibit 8-6, Page

Chairman W. Hardy McCollum presented Tuscaloosa County Property Appraiser Pat Patton, a thirty year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for July 2013.

Exhibit 8-7, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a State grant for the West Alabama Heritage Training Center in the amount of \$1,000.00.

Exhibit 8-8, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution authorizing the vacation of right-of-way of a portion of Cypress Creek Road. It was noted by Attorney David Rains, that a public hearing was held August 7, 2013, and no persons were in attendance to object.

Exhibit 8-9, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to turn over the annual bids opened this date to the Engineering Department for review and classification.

The bidding firms are as follows:

CRUSHED STONE
Martin Marietta Materials
Vulcan Materials Company

Bunn Brothers Materials, Inc.
Southland Resources, Inc.

GUARDRAIL AND END ANCHORS

Alabama Guardrail, Inc. (only one bid received)

METAL PIPE

Contech Construction Products, Inc. (only one bid received)

CONCRETE PIPE

Hanson Pipe & Precast (only one bid received)

LIQUID ASPHALT CEMENT AND LIQUID EMULSIFIED ASPHALT

Ergon Asphalt and Emulsions, Inc.
Hunt Refining Company

SILT FENCE (MATERIALS ONLY)

Universal Seed & Supply (only one bid received)

SILT FENCE (FURNISHED AND INSTALLED)

Southern Tractor & Landscaping, Inc. (only one bid received)

TREATED BRIDGE TIMBERS

Milligan Wood Products, Inc. (NO BID)
Stringfellow Lumber Co., Inc.

DRY HYDRATED LIME

Lhoist North America of Alabama
Carneuse Lime & Stone

TRAFFIC SIGNS

G&C Supply Co., Inc.
Custom Products Corporation
Vulcan Signs
Traffic Signs, Inc.
Ibis Tek

TRAFFIC STRIPING

Highway Management Systems (NO BID)
Mallory Burkhalter Paving, Inc.
Ozark Striping Company, Inc.

STRUCTURAL CONCRETE

Bama Concrete Products Co., Inc. (only one bid received)

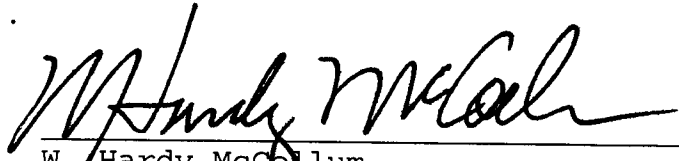
HYDROSEEDING & MULCHING

J & R Farms, LLC
Big M Excavating, Inc.

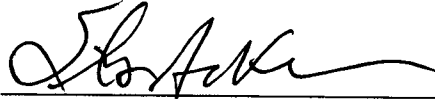
ASPHALT PLANT MIX

S.T. Bunn Construction
APAC Mid-South, Inc.
Charles E. Watts, Inc. (NO BID)

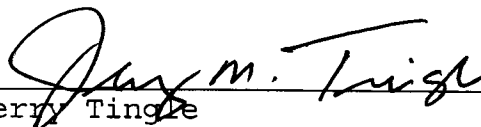
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 4, 2013.



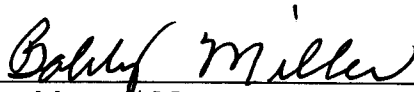
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



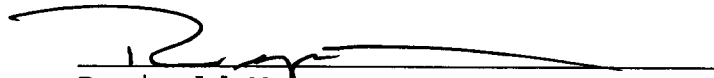
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
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CRAIG P. WILLIAMS, PE

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



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REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

July 31, 2013

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

RE: Tyro Creek Bridge Replacement
Client Number 252
Invoice # 23
BKI Job No. TU.11.004

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

PAYMENT REQUEST NO 23

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,350.00	99%	\$ 46,175.00	\$ -
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	99%	\$ 23,750.00	\$ 212.19
			\$ 77,625.00	\$ 212.19

PREVIOUSLY INVOICED: \$ (77,412.81)

AMOUNT DUE: \$ 212.19

BKI INVOICE: 53190

ks

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PUBLIC WORKS DEPARTMENT



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VICE PRESIDENT
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July 31, 2013

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

RE: Holman Church Road Bridge Replacement
Client Number 252
Invoice # 4
BKI Job No. Tu.13.013-01

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

PAYMENT REQUEST NO. 4

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$57,500.00	78%	\$ 45,000.00	\$ 8,500.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,950.00	33%	\$ 7,466.00	\$ -
	<u>\$88,950.00</u>		<u>\$ 60,966.00</u>	<u>\$ 8,500.00</u>

PREVIOUSLY INVOICED: \$ (52,466.00)
AMOUNT DUE: \$ 8,500.00

BKI INVOICE: 53230
ks

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BRUCE L. HIGGINBOTHAM, PE

July 31, 2013

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401RE: South Sandy Bridge Replacement
Client Number 252
Invoice #15
BKI Job No. Tu.12.010-01

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

PAYMENT REQUEST NO.15

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN SERVICES	\$65,000.00	99%	\$ 64,363.80	\$ -
SURVEY SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
PROPERTY PLATS	\$2,500.00	70%	\$ 1,750.00	\$ 250.00
GEOTECHNICAL SERVICES	\$ 23,750.00	100%	\$ 23,750.00	\$ -
	\$98,750.00		\$ 97,364.24	\$ -
SUPPLEMENTAL AGREEMENT				
DESIGN SERVICES	\$51,750.00	99%	\$ 51,450.00	\$ 200.00
GEOTECHNICAL SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
			\$ 64,450.00	\$ 450.00

PREVIOUSLY INVOICED: \$ (161,364.24)
AMOUNT DUE: \$ 450.00

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BKI INVOICE: 53194



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REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

July 31, 2013

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

RE: Binion Creek Tributary Bridge Replacement
Client Number 252
Invoice #9
BKI Job No. Tu.12.018-01

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

PAYMENT REQUEST NO. 9

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$19,500.00	96%	\$ 18,650.00	\$ 750.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
PROPERTY PLATS	\$2,500.00	80%	\$ 2,250.00	\$ -
GEOTECHNICAL SERVICES	\$ 17,999.00	56%	\$ 10,000.00	\$ 3,000.00
	<u>\$45,499.00</u>		<u>\$ 36,400.00</u>	<u>\$ 3,750.00</u>

PREVIOUSLY INVOICED: \$ (32,650.00)
AMOUNT DUE: \$ 3,750.00

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TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 53196
ks



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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 00003
 Date 07/31/2013

Project **2012309 TUSCALOOSA COUNTY
 TRAWEEK ROAD BRIDGE OVER BINION
 CREEK REPLACEMENT**

For Professional Services from July 1, 2013 through July 31, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign Topographic Survey	4,200.00	4,200.00	4,200.00	0.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	285.00	285.00	0.00
Subtotal	7,050.00	4,485.00	4,485.00	0.00
Structural				
Bridge Structural Design	37,000.00	0.00	0.00	0.00
Transportation				
Roadway Geometry and Approach Plans	17,800.00	1,780.00	5,340.00	3,560.00
Categorical Exclusion Preparation Services	3,500.00	0.00	0.00	0.00
Utility Coordination Services	1,900.00	0.00	0.00	0.00
Geotechnical Engineering	18,400.00	0.00	0.00	0.00
Additional Geotech, if 3 span brige is required	3,700.00	0.00	0.00	0.00
Subtotal	45,300.00	1,780.00	5,340.00	3,560.00
Total	89,350.00	6,265.00	9,825.00	3,560.00

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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 00003
 Date 07/31/2013

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

For Professional Services from July 1, 2013 through July 31, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Delgn Topographic Survey	5,200.00	5,200.00	5,200.00	0.00
Property Survey, Tract Sketches and Legal Descriptions	2,850.00	285.00	285.00	0.00
Additional Topographic Survey, if roadway realignment is required	1,850.00	0.00	0.00	0.00
Subtotal	9,900.00	5,485.00	5,485.00	0.00
Structural				
Bridge Structural Design	37,000.00	0.00	0.00	0.00
Transportation				
Roadway Geometry and Approach Plans	18,500.00	1,850.00	5,550.00	3,700.00
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	1,850.00	5,550.00	3,700.00
Total	95,100.00	7,335.00	11,035.00	3,700.00

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AUG 06 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

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



Robert Bentley
Governor

John R. Cooper
Transportation Director

July 30, 2013

Chair of County Commission
Tuscaloosa County Commission
Tuscaloosa, Alabama

RE: BRZ-6300(220)
TCP 63-01-10
Tuscaloosa County

Dear Chair of County Commission:

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

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

Sincerely,

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

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Ms. Dee Rowe
Mr. Bobby C. Hagler
File

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

AGREEMENT - FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and TUSCALOOSA COUNTY, ALABAMA, (FEIN 63- 6001728) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the bridge replacement of BIN 12435 on Hargrove Road (CR-238) over Lye Branch. Length – 57.75'. Project #BRZ-6300(220), TCP 63-01-10, CPMS Ref. #100060306.

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

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2010)	\$ 346,687.13
FA Funds (2011)	326,521.84
County Funds	<u>168,302.24</u>
Total (Incl. E&I and Indirect Cost)	\$ 841,511.21

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

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

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

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. 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.

P. 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.

Q. Exhibit M is attached hereto as a part hereof.

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

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

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

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines
Clerk (Signature)

BY: W. Hardy McCollum
(Signature) Chairman
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.

Chief Engineer
Ronald L. Baldwin, 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 enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Bridge replacement of BIN 12435 on Hargrove Road (CR-238) over Lye Branch. Length – 57.75'.
Project #BRZ-6300(220), TCP 63-01-10, CPMS Ref. #100060306;

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 14th day of August,
20 13.

ATTESTED:

J. L. Vines
County Clerk

W. Sandy McCall
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

14th day of August, 20 13, 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

14th day of August, 20 13.

J. L. Vines
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.

Rev. 06/01/2012

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.

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

**MAXWELL CROSSING
A RESURVEY OF LOT 4**

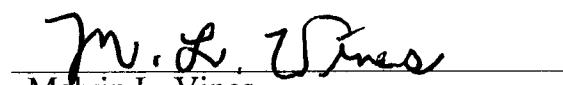
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 14th day of August, 2013


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

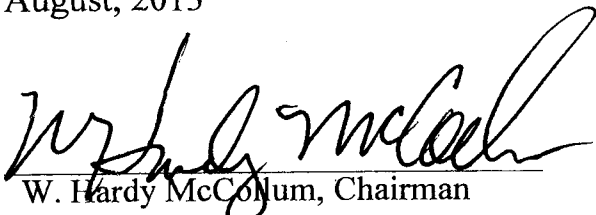
CARROLLS DIVISION PLAT NO. 1

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

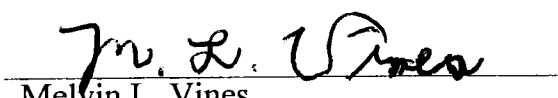
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 14th day of August, 2013



W. Hardy McCombs, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

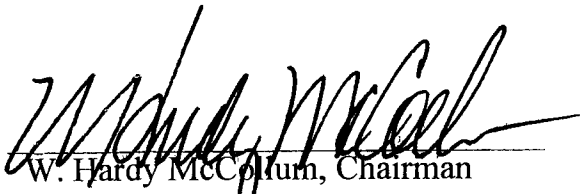
WATERS EDGE

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

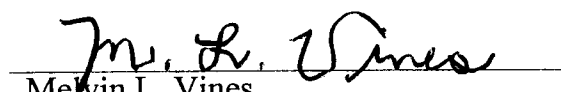
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 14th day of August, 2013



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

STATE OF ALABAMA §

TUSCALOOSA COUNTY §


**RESOLUTION ACCEPTING PRELIMINARY PLAT
KINGS RIDGE PHASE II**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

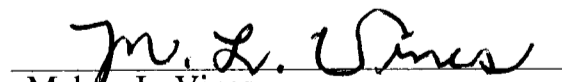
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 14st day of August, 2013



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

Geogrid
Bids Opened 8-7-13

Vendor	Number of Rolls	Roll Size	Price Per Roll	Cost per SY	Total Bid	Notes
Alabama Pipe and Supply	50	13.1x246	\$ 1,830.00	\$ 5.11	\$ 91,500.00	3day delivery
Hanes GEO Components	50	12.8x328.1	\$ 863.95	\$ 1.85	\$ 43,197.50	7 day delivery
US Fabrics	75	13.1x164	\$ 358.50	\$ 1.50	\$ 26,887.50	3-5 day delivery
Sunshine Supplies, Inc.	50	13.1x246	\$ 1,670.18	\$ 4.67	\$ 83,509.00	5-7 day delivery
Strata Systems, Inc.	75	13x164	\$ 1,670.18	\$ 1.25	\$ 22,420.00	quote only good for 30 days



Low bidder meeting qualifications

Tuscaloosa County Bid Data Sheet

BID NUMBER: 20130717001

CATEGORY: GEOGRID

BID DATE: 7/17/2013

DATE SPECIFICATIONS RECEIVED: 7/17/2013

BID ITEM(S): purchase of geogrid

Bid authorized by County Commission: YES NO **Date Authorized:** 7/17/2013

Commission Book **Page:** **Vendors Allowed** 21 days

From 7/17/2013 **to** 8/7/2013

Specifications compiled by: County Engineer Bobby Hagler (205) 345-6600

Problems with specifications YES NO

If yes, explain:

Number of bidders notified: 5

Number that responded: 5

Bid opened in public meeting: YES NO

If no, explain: Bids were opened in the office of the County Administrator on August 7, 2013. Those present: William M. Lamb, Patricia Miller and Darren Jones with Hanes GEO Components.

Bid awarded to: Strata Systems, Inc.

Bid Amount:

Date awarded: 8/15/2013

To low bidder: YES NO

Commission Book: **Page:**

If not awarded to low bidder, was 3% applied? YES NO

if no, explain:

Bid rejected: YES NO

If yes, explain:

Comments, problems and/or recommendations: Bid amount - Base bid per roll @ \$1.28 sq, delivered. Bid for 50 rolls @ \$1.25 Sq x 17,936 sq. = \$22,420.00.

Size of roll bid on and specification of a 30-day limit was waived.

Bidders responding to bid invitation:

Alabama Pipe and Supply Company, Inc.
Hanes GEO Components
Strata Systems, Inc.
Sunshine Supplies Inc.
U S Fabrics

**Bid Submission Sheet
Geogrid**

Base Bid per roll (13.1' x 246') \$ 1,830.00

Bid for 50 rolls \$ 91,500

Name of Company: Alabama Pipe & Supply Co Inc

Mailing Address: P.O. Box 70 Irvington, AL 36544

Telephone: 251-653-1399

Name: David Jones

Title: President

Date: 2/31/13

Specify Delivery Date for initial order: 3 Days From Order Date

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

Bid Submission Sheet
Geogrid

Base Bid per roll (13.1' x 245')
(E'GRID 2020 12.8' x 328.1')

\$ 863.95

Bid for 50 rolls

\$ 43,197.50

Name of Company: HANES GEO COMPONENTS

Mailing Address: 4983 PERIMETER WAY SUITE 131 BESSEMER, AL 35023

Telephone: 205-428-2007

Name: DARREN JONES

Title: REGIONAL MANAGER

Date: 8-7-13

Specify Delivery Date for initial order: 8-14-13

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

Bid Submission Sheet

Geogrid

QUOTATION FOR:

STRATABASE STYLE SB-30

Base Bid per roll (13.1' x 246')

STRATA ROLLS (13' x 164')

@ \$ 1.28/sy, delivered

Bid for 50 rolls (17,903.33 sy) @ \$ 1.25/sy x 17,936 sy = \$22,420.00

To MEET 17,903.33 sy

STRATA WILL NEED TO

PROVIDE 76 rolls @ 13' x 164' = 17,936 sy rounded to NEAREST ROLL.

Name of Company: STRATA SYSTEMS, INC.

Mailing Address: 380 DAHLONEGA RD, SUITE 200 CUMMING, GA 30040

Telephone: 770-712-1729

Name: JANICE REID

Title: SOUTHEASTERN REGIONAL MANAGER

Date: 8/2/13

Specify Delivery Date for initial order: product currently available for immediate shipment

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

- STRATA SYSTEMS, INC. TERMS AND CONDITIONS APPLY AND ARE ATTACHED.

- EXCEPTIONS TO THE PROJECT SPECIFICATIONS ARE ATTACHED.

- QUOTATION IS GOOD FOR 30 DAYS.

- QUOTATION DOES NOT INCLUDE APPLICABLE TAXES.

- QUOTATION IS BASED ON STANDARD PUBLISHED VALUES FOR STYLE SB-30 ATTACHED.

**Bid Submission Sheet
Geogrid**

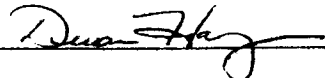
Base Bid per roll (13.1' x 246') \$ 1,670.18

Bid for 50 rolls - (TENSAR TX-160) \$ 83,509.00

Name of Company: GUNSHINE SUPPLIES, INC.

Mailing Address: P.O. Box 8, WATSON, AL 35181

Telephone: 800-844-7547

Name: DEVON HARPER 

Title: SALES MANAGER

Date: 8/1/13

Specify Delivery Date for initial order: 5-7 DAYS A.R.O.

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

**Bid Submission Sheet
Geogrid**

Base Bid per roll (13.1' x 246')
13.1' x 164' \$ 358.50/roll

Bid for ~~50~~ rolls
75 \$ 24,887.50 (delivered)
↳ See Attached Quote

Name of Company: US Fabrics Inc.

Mailing Address: 3704 Virginia Ave

Telephone: (800) 518-2290

Name: Steve Anderson *St-An*

Title: Sales

Date: 7/20/2013

Specify Delivery Date for initial order: 3-5 days after order is processed.

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

Projects Identified For Tuscaloosa County

District	Sponsor	Project Description	Local Amount	ATRIP Amount	Total Cost
1	City/County	Intersection Improvements – Watermelon Road at Old Colony Road and Union Chapel Road	\$ 222,158.90	\$ 888,635.60	\$1,110,794.50
1	Northport	Resurfacing Flatwoods Rd. – Mills Creek Bridge to US 82	\$ 122,000.00	\$ 488,000.00	\$ 610,000.00
1	County	RSF Frank Lary Rd. – Lake Lary Rd. to Mitt Lary Rd	\$ 176,350.51	\$ 705,401.24	\$ 881,751.75
1	County	RSF Watermelon Rd. – Union Chapel Rd. to Tuscaloosa City Limits	\$ 94,295.05	\$ 377,180.18	\$ 471,475.23
2	County	Reconstruction of Will Walker Road	\$ 576,781.00	\$1,065,322.00	\$1,642,103.00
2	County	RSF Kennedy Mill Rd. – Hwy. 216 to Holt – Peterson Road	\$ 90,966.67	\$ 363,866.67	\$ 454,833.34
2	County	RSF Holt-Peterson Rd.- Kennedy Mill Rd. to Alabama Ave.	\$ 187,555.98	\$ 750,223.91	\$ 937,779.89
2	County	RSF Old Birmingham Hwy. – End of State Maintenance to Jefferson County Line	\$ 43,638.39	\$ 174,553.57	\$ 218,191.96
2	County	Add Lanes on Old Birmingham Highway	\$ 128,000.00	\$ 508,000.00	\$ 636,000.00
2	Vance	M-Class Boulevard Extension	\$2,573,389.69	\$6,525,794.31	\$9,099,184.00
3	County	RSF Old Greensboro Road – Maxwell Loop N. to Hwy 69	\$ 409,988.28	\$ 1,639,953.12	\$2,049,941.40

Projects Identified For Tuscaloosa County

District	Sponsor	Project Description	Local Amount	ATRIP Amount	Total Cost
3	County	RSF Daffron Road – US 82 to Hargrove Road East	\$ 235,369.38	\$ 941,477.52	\$1,176,846.90
4	City/County	Widening, RSF and Pedestrian Improvements – Fosters Ferry Rd -Joe Mallisham Pkwy. to 29 th St.	\$ 372,874.00	\$1,491,496.00	\$1,864,370.00
4	County	RSF County Road 140 – Dockery Rd. to US Hwy 82	\$ 202,984.94	\$ 811,939.74	\$1,014,924.68
4	County	RSF Sand Road – Romulus Road to Frog Ridge Road	\$ 94,608.05	\$ 378,432.21	\$ 473,040.26

(Rounds 1, 1A, and 2)

(Round 3)

District	Projects	ATRIP Funds	Proposed Projects	ATRIP Funds	Total ATRIP Funds
1	5	\$ 1,648,560.00	4	\$2,459,217.12	\$4,107,777.12
2	3	\$ 1,779,000.00	5	\$2,861,966.15	\$4,640,966.15
3	1	\$ 1,000,000.00	2	\$2,581,430.64	\$3,581,430.64
4	3	\$ 1,240,797.60	3	\$2,681,967.95	\$3,922,765.55
			M-Class Boulevard/Bridge	\$6,525,794.31	\$6,525,794.31

MONTH OF: JULY , 2013

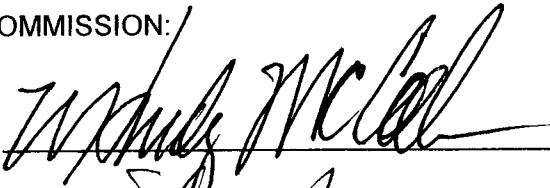
FUND	CHECK NUMBERS	AMOUNT	
001 GENERAL FUND SPECIAL SALES TAX	17453-18040	\$6,766,584.57	
112 ROAD & BRIDGE	5126-5317	\$2,619,463.42	
116 CAPITAL IMPROVEMENT	1503	\$1,000,000.00	
117 RRR GAS TAX	318	\$524,000.00	
120 REAPPRAISAL	2158-2176	\$167,888.64	
160 COMMUNITY DEVELOP			
710 PAYROLL-CHECKS	93280-93331	\$1,290,845.78	
	56083-56233	\$118,310.42	
	PAYROLL-DIR DEP	15936-16834	\$1,038,500.00
720 EXCESS LAND SALES	381	\$811.01	
730 FIDUCIARY			
750 PISTOL PERMIT	7936-7952	\$15,831.41	
780 E911	4848-4867	\$60,575.01	
781 GAS TAX BONDING			
783 WORKMEN'S COMP	120	\$9,627.34	
784 TAX COLL SPECIAL			
785 TAX ASSR SPECIAL			
786 MFG HOMES			
787 MOTOR VEH TRAINING			

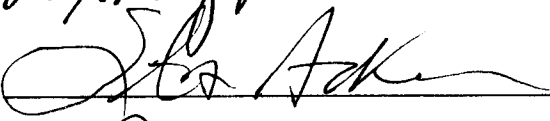
\$13,612,437.60

CHECKED BY: 

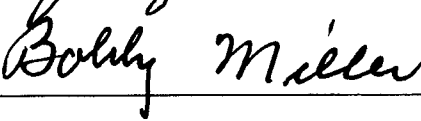
WILLIAM M. LAMB, ACCOUNTING MANAGER


APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM 

COMMISSIONER, STAN ACKER 

COMMISSIONER, JERRY TINGLE 

COMMISSIONER, BOBBY MILLER 

COMMISSIONER, REGINALD MURRAY 

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

AGREEMENT

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

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

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

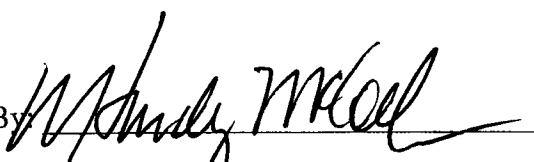
In consideration of the compensation and covenants contained herein, the Commission and the Recipient mutually agree as follows:

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

Agreed to and executed this 14th day of August, 2013.

TUSCALOOSA COUNTY COMMISSION

WEST ALA HERITAGE TRAIN CENTER

By: 
Its: Chairman

By: _____
Its: _____

THIS INSTRUMENT PREPARED BY:
ELIZABETH S. GORDON
ROSEN HARWOOD P.A.
ATTORNEYS AT LAW
2200 Jack Warner Parkway,
Suite 200 (35401)
Post Office Box 2727
Tuscaloosa, Alabama 35403
(205) 344-5000

Sources of Title: Deed Book 1998 at Page 5341

**RESOLUTION AUTHORIZING THE VACATION OF RIGHT-OF-WAY
OF CYPRESS CREEK ROAD IN TUSCALOOSA COUNTY, ALABAMA**

WHEREAS, the owner of the land abutting that certain right-of-way more particularly described in Exhibit "A," said Exhibit being attached hereto and incorporated herein by reference, **McGiffert Farm, LLP** (hereinafter referred to as the "Owner"), alleges it owns all of the land abutting said right-of-way, street, alley, or portion thereof requested to be vacated in Tuscaloosa County, Alabama; and,

WHEREAS, said right-of-way does not lie within the corporate limits of any municipality in Tuscaloosa County, but within the jurisdiction of Tuscaloosa County, Alabama, and the assent of the Tuscaloosa County Commission to the vacation of said right-of-way has been requested and is desired by the Owner; and,

WHEREAS, it appears to the Tuscaloosa County Commission, that the vacation of said right-of-way, as hereinafter described, will not deprive other property owners of their right to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, Alabama, as follows:

1. That it is in the interest of the public that the right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A" hereto, be vacated.
2. That the assent of the Tuscaloosa County Commission is hereby given to the vacation of said right-of-way located in Tuscaloosa County, Alabama, as described in Exhibit "A". Pursuant

to Alabama Code (1975) §23-4-2 and §23-4-20, upon the filing of this Resolution, title to said right-of-way as described in Exhibit "A" shall vest in **McGiffert Farm, LLP**.

3. That the Judge of Probate of Tuscaloosa County, Alabama, be, and is hereby, authorized to present a copy of this resolution, duly certified as correct by County Clerk, to the Owners in order that the same may be recorded in the Office of the Judge of Probate.

RESOLVED AND DONE this 14th day of August, 2013.

TUSCALOOSA COUNTY COMMISSION

By: 

W. Hardy McCollum, Judge of Probate

ATTEST:


Melvin Vines, County Administrator

APPROVED THIS THE 14th DAY OF August, 2013.

THIS INSTRUMENT PREPARED BY:

ELIZABETH S. GORDON
ROSEN HARWOOD P.A.
ATTORNEYS AT LAW
2200 Jack Warner Parkway,
Suite 200 (35401)
Post Office Box 2727
Tuscaloosa, Alabama 35403
(205) 344-5000

THIS INSTRUMENT WAS PREPARED WITHOUT THE
BENEFIT OF TITLE EXAMINATION

Reference: Deed Book 1998 at Page 5341

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

**PETITION FOR VACATION OF RIGHT-OF-WAY
OF CYPRESS CREEK ROAD BY ABUTTING LANDOWNER**

KNOW ALL MEN BY THESE PRESENTS, that **McGiffert Farm, LLP**, an Alabama limited liability partnership, is the owner of all the land abutting a part of a right-of-way, which is hereinafter more particularly described, and which right-of-way said owner desires to vacate as provided in Section 23-4-20 of the Code of Alabama, 1975.

NOW, THEREFORE, pursuant to the provisions of Section 23-4-20 of the Code of Alabama, 1975, the undersigned owner does hereby request the following described right-of-way located in Tuscaloosa County, Alabama, to be vacated:

See Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set out herein verbatim.

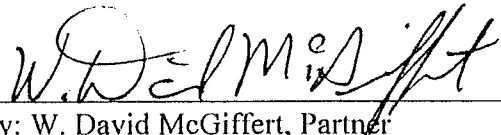
The said right-of-way is not within the corporate limits of any municipality, but located in Tuscaloosa County. The vacation of said right-of-way will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the general public in any way.

IN WITNESS WHEREOF, **McGiffert Farm, LLP** has executed this Petition for Vacation of Right-of-Way this 1st day of July, 2013.

McGiffert Farm, LLP,
an Alabama limited liability partnership



By: R. Allen McGiffert, Partner

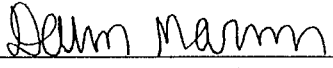

 By: W. David McGiffert, Partner


 By: J. Price McGiffert, Partner

STATE OF ALABAMA §
 §
 COUNTY OF TUSCALOOSA §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that R. Allen McGiffert, whose name is signed to the foregoing instrument as Partner of McGiffert Farm, LLP, an Alabama limited liability partnership, and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, he, with full capacity, executed the same voluntarily as the act of said partnership on the day the same bears date.

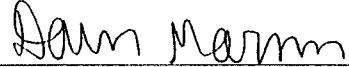
Given under my hand and official seal this the 1st day of JULY, 2013.


 NOTARY PUBLIC
 My Commission Expires: 2/6/17

STATE OF ALABAMA §
 §
 COUNTY OF TUSCALOOSA §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. David McGiffert, whose name is signed to the foregoing instrument as Partner of McGiffert Farm, LLP, an Alabama limited liability partnership, and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, he, with full capacity, executed the same voluntarily as the act of said partnership on the day the same bears date.

Given under my hand and official seal this the 1st day of JULY, 2013.


 NOTARY PUBLIC
 My Commission Expires: 2/6/17

STATE OF ALABAMA §
 §
COUNTY OF TUSCALOOSA §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Price McGiffert, whose name is signed to the foregoing instrument as Partner of McGiffert Farm, LLP, an Alabama limited liability partnership, and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, he, with full capacity, executed the same voluntarily as the act of said partnership on the day the same bears date.

Given under my hand and official seal this the 1st day of JULY, 2013.

Deann Maun
NOTARY PUBLIC
My Commission Expires: 2/6/17

NOTICE

A public hearing on the proposed vacation of the right-of-way more particularly described below will be held on August 7, 2013 at 9:00 a.m. in the County Commission Chambers at the Tuscaloosa County Courthouse, 714 Greensboro Avenue, Tuscaloosa, Alabama 35401. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Tuscaloosa County Commission or may request an opportunity to be heard at the public hearing. The legal description of the right-of-way is as follows:

LEGAL DESCRIPTION

PRESCRIPTIVE COUNTY ROAD RIGHT-OF-WAY VACATION

CYPRESS CREEK ROAD

A prescriptive road right-of-way being approximately 20 feet in width and being 10 feet either side of the following described centerline located in the Northwest Quarter of the Southeast Quarter of Section 9, Township 22 South, Range 10 West in Tuscaloosa County, Alabama:

As a STARTING POINT, begin at the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence run in a Northerly direction along the West boundary of said Quarter-Quarter for a distance of 174.66 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the right, run in an Easterly direction for a distance of 137.30 feet to a point on the in the center of Cypress Creek Road (a prescriptive Right-of-Way) and the POINT OF BEGINNING of the easement's centerline herein described; thence with a deflection angle of 86 degrees 19 minutes to the right, run in a Southeasterly direction along said centerline for a distance of 52.04 feet to a point; thence with a deflection angle of 5 degrees 51 minutes to the right, run in a Southerly direction along said centerline for a distance of 68.35 feet to a point; thence with a deflection angle of 24 degrees 14 minutes to the right, run in a Southwesterly direction along said centerline for a distance of 163.47 feet to the END of the easement vacation herein described.

EXHIBIT " A "

LEGAL DESCRIPTION

**PRESCRIPTIVE COUNTY ROAD RIGHT-OF-WAY VACATION
CYPRESS CREEK ROAD**

A prescriptive road right-of-way being approximately 20 feet in width and being 10 feet either side of the following described centerline located in the Northwest Quarter of the Southeast Quarter of Section 9, Township 22 South, Range 10 West in Tuscaloosa County, Alabama:

As a STARTING POINT, begin at the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence run in a Northerly direction along the West boundary of said Quarter-Quarter for a distance of 174.66 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the right, run in an Easterly direction for a distance of 137.30 feet to a point on the center of Cypress Creek Road (a prescriptive Right-of-Way) and the POINT OF BEGINNING of the easement's centerline herein described; thence with a deflection angle of 88 degrees 19 minutes to the right, run in a Southeasterly direction along said centerline for a distance of 52.04 feet to a point; thence with a deflection angle of 5 degrees 51 minutes to the right, run in a Southerly direction along said centerline for a distance of 88.35 feet to a point; thence with a deflection angle of 24 degrees 14 minutes to the right, run in a Southwesterly direction along said centerline for a distance of 163.47 feet to the END of the easement vacation herein described.

TO WHOM IT MAY CONCERN:

I, James L. Duncan, Jr., a Licensed Professional Land Surveyor in the State of Alabama of the firm of McGiffert and Associates, LLC, Tuscaloosa, Alabama, hereby certify that the premises shown and described hereon is a true and correct plat of said property, and that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Witness my hand this the 21th day of January, 2013.

James L. Duncan, Jr.
Licensed Land Surveyor
Ala. Lic. No. 23657



This survey has been prepared without the benefit of a title report and does not therefore necessarily indicate all encumbrances on the property.

SECTION 9, TOWNSHIP 22 SOUTH, RANGE 10 WEST

ROAD RIGHT-OF-WAY VACATION



2814 STILLMAN BLVD. • P.O. BOX 20559
TUSCALOOSA, ALABAMA 35402-0559

WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

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TUSCALOOSA COUNTY
CYPRESS CREEK ROAD
"BRIDGE REPLACEMENT PROJECT"

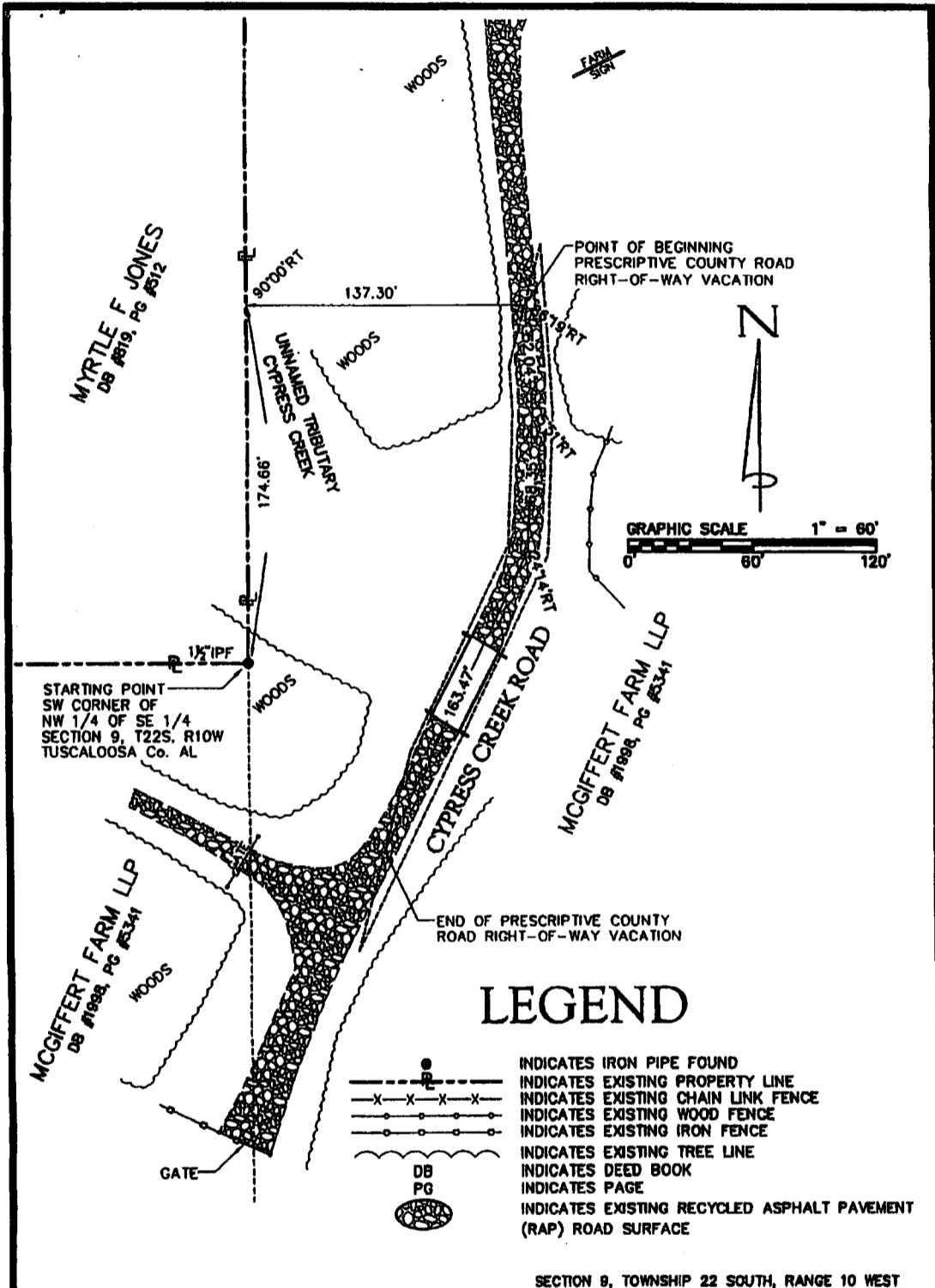
TUSCALOOSA COUNTY ALABAMA

OWNER: McGiffert Farm LLP
SOURCE OF TITLE: DEED BOOK 1998, PAGE 5341

REVISION

DATE	DESCRIPTION	BY

FILE NAME: CYPRESSBRIDGEEASEMENTS	SCALE: N/A	SHEET No. 1 of 2
DATE OF FIELD SURVEY: Dec 3, 2012	DRAWN BY: D W H	CHECKED BY: <i>WJH</i>
FIELD BOOK: 802-2	JOB No. 12-2509	DWG. No. 27-13
PAGE: 24		



LEGEND

- INDICATES IRON PIPE FOUND
- INDICATES EXISTING PROPERTY LINE
- INDICATES EXISTING CHAIN LINK FENCE
- INDICATES EXISTING WOOD FENCE
- INDICATES EXISTING IRON FENCE
- INDICATES EXISTING TREE LINE
- INDICATES DEED BOOK
- INDICATES PAGE
- INDICATES EXISTING RECYCLED ASPHALT PAVEMENT (RAP) ROAD SURFACE

SECTION 9, TOWNSHIP 22 SOUTH, RANGE 10 WEST

ROAD RIGHT-OF-WAY VACATION

McGiffert
and Associates, LLC
SINCE 1949
CIVIL ENGINEERS

2814 STILLMAN BLVD. • P.O. BOX 20559
TUSCALOOSA, ALABAMA 38402-0559

WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

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TUSCALOOSA COUNTY CYPRESS CREEK ROAD "BRIDGE REPLACEMENT PROJECT"

TUSCALOOSA COUNTY ALABAMA
OWNER: MCGIFFERT FARM LLP
SOURCE OF TITLE: DEED BOOK 1898, PAGE 5341

REVISION		
DATE	DESCRIPTION	BY

FILE NAME: CYPRESSBRIDGEEASEMENTS	SHEET No. 2 of 2	
DATE OF FIELD SURVEY: Dec. 3, 2012	SCALE: 1" = 60'	CHECKED BY: <i>[Signature]</i>
FIELD BOOK: 902-2	DRAWN BY: DWH	DWG. No. 27-13
PAGE: 24	JOB No. 12-2509	

READ CAREFULLY

CRUSHED STONE

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same.

If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

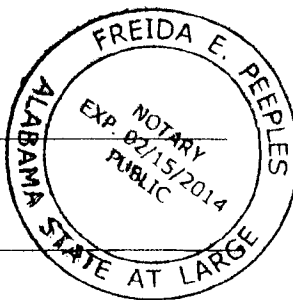
I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 13 day of August 2013.

Freida E Peoples
Notary Public

FIRM Martin Marietta Materials
Name

BY Freida E. Peoples
Signature Acceptable in Ink Only



MAILING ADDRESS 1800 International Park Drive #250

CITY & STATE Birmingham, AL 35243

PHONE NO 205-969-2629

TERMS NET 30 Days

DATE 8/13/2013

ALL Bidders Must Use Our Bid Form and Show on Envelope
the Bid Number and Opening Date.
Each numbered bid must be in separate envelope with Bid
Number and Opening Date on outside of each envelope.
Original of this sheet MUST accompany ALL BIDS.
MAKE COPY FOR YOUR FILES

F.O.B. ZONE 1 PER TON BY VENDORS TRUCKS (Eastern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 1	BID AMOUNT
AL #1-#610 (washed)	4,150	\$ 15.00	\$ 62,250.00
AL #7-#10 (washed)	10,500	\$ 15.00	\$ 157,500.00
AL #1-#610 (unwashed)	21,000	\$ 14.50	\$ 304,500.00
AL #7-#10 (unwashed)	15,500	\$ 14.50	\$ 224,750.00
CL. 1 RIPRAP	550	\$ 19.25	\$ 10,587.50
CL. 2 RIPRAP	5,200	\$ 19.25	\$ 100,100.00
3/4" CRUSHER RUN	31,000	\$ 13.50	\$ 418,500.00
1-1/2" CRUSHER RUN	550	\$ 13.50	\$ 7,425.00
CRUSHED AGGREGATE BASE, TYPE B	6,200	\$ 13.50	\$ 83,700.00

COMPANY NAME Martin Markka Materials
 MAILING ADDRESS 10445 Fred Lroy Rd
 CITY & STATE Vance, AL 35490
 PHONE NO (205) 380-5507

F.O.B. ZONE 2 PER TON BY VENDORS TRUCKS (Western Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 2	BID AMOUNT
AL #1-#610 (washed)	2,100	\$ 16.25	\$ 34,125.00
AL #7-#10 (washed)	5,200	\$ 16.25	\$ 84,500.00
AL #1-#610 (unwashed)	10,500	\$ 15.75	\$ 165,375.00
AL #7-#10 (unwashed)	10,500	\$ 15.75	\$ 165,375.00
CL. 1 RIPRAP	550	\$ 20.75	\$ 11,412.50
CL. 2 RIPRAP	2,600	\$ 20.75	\$ 53,950.00
3/4" CRUSHER RUN	15,500	\$ 14.75	\$ 228,625.00
1-1/2" CRUSHER RUN	550	\$ 14.75	\$ 8,112.50
CRUSHED AGGREGATE BASE, TYPE B	3,100	\$ 14.75	\$ 45,725.00

COMPANY NAME Martin Marietta Materials
 MAILING ADDRESS 10445 Foot Lady Rd
 CITY & STATE Vance, AL 35490
 PHONE NO 205-380-5507

F.O.B. ZONE 3 PER TON BY VENDORS TRUCKS (Northern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 3	BID AMOUNT
AL #1-#610 (washed)	2,100	\$ 16.75	\$ 35,175.00
AL #7-#10 (washed)	5,200	\$ 16.75	\$ 87,100.00
AL #1-#610 (unwashed)	10,500	\$ 16.75	\$ 175,875.00
AL #7-#10 (unwashed)	10,500	\$ 16.75	\$ 175,875.00
CL. 1 RIPRAP	550	\$ 21.25	\$ 11,687.50
CL. 2 RIPRAP	2,600	\$ 21.25	\$ 55,250.00
3/4" CRUSHER RUN	15,500	\$ 15.50	\$ 240,250.00
1-1/2" CRUSHER RUN	550	\$ 15.50	\$ 8,525.00
CRUSHED AGGREGATE BASE, TYPE B	3,100	\$ 15.50	\$ 48,050.00

COMPANY NAME Markw Maretha Materials
 MAILING ADDRESS 10445 Frog Leap Rd
 CITY & STATE Vance, AL 35490
 PHONE NO 205-380-5507

BID PRICE FOR PICK UP BY COUNTY TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE FOR PICKUP BY COUNTY TRUCKS	BID AMOUNT
AL #1-#610 (washed)	630	\$ 11.00	\$ 6,930.00
AL #7-#10 (washed)	1,560	\$ 11.00	\$ 17,160.00
AL #1-#610 (unwashed)	3,150	\$ 10.50	\$ 33,075.00
AL #7-#10 (unwashed)	3,150	\$ 10.50	\$ 33,075.00
CL. 1 RIPRAP	165	\$ 14.00	\$ 2,310.00
CL. 2 RIPRAP	780	\$ 14.00	\$ 10,920.00
3/4" CRUSHER RUN	4,650	\$ 9.50	\$ 44,175.00
1-1/2" CRUSHER RUN	550	\$ 9.50	\$ 5,225.00
CRUSHED AGGREGATE BASE, TYPE B	945	\$ 9.50	\$ 8,977.50

COMPANY NAME Martha Martha Materials
 MAILING ADDRESS 10445 Frog Lady Rd
 CITY & STATE Vance, AL 35490
 PHONE NO 205-380-5507

READ CAREFULLY

CRUSHED STONE

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same.

If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 12th day of August 2013.

Patricia Paris Brown
Notary Public

FIRM VULCAN MATERIALS COMPANY
Name

BY Heather C. Freeman
Signature Acceptable in Ink Only

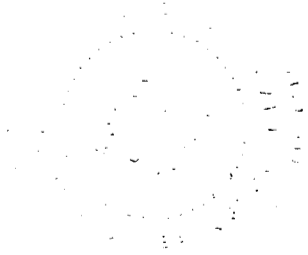
MAILING ADDRESS 237 LIMESTONE DRIVE

CITY & STATE HELENA, ALABAMA

PHONE NO (205) 807-5294

TERMS NET 15 MONTH PROX

DATE AUGUST 12, 2013



ALL Bidders Must Use Our Bid Form and Show on Envelope
the Bid Number and Opening Date.
Each numbered bid must be in separate envelope with Bid
Number and Opening Date on outside of each envelope.
Original of this sheet MUST accompany ALL BIDS.
MAKE COPY FOR YOUR FILES

F.O.B. ZONE 1 PER TON BY VENDORS TRUCKS (Eastern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 1	BID AMOUNT
AL #1-#610 (washed)	4,150	\$16.25	\$ 67,437.50
AL #7-#10 (washed)	10,500	\$16.25	\$170,625.00
AL #1-#610 (unwashed)	21,000	\$ 13.75	\$288,750.00
AL #7-#10 (unwashed)	15,500	\$ 15.25	\$ 236,375.00
CL. 1 RIPRAP	550	\$ 20.00	\$ 11,000.00
CL. 2 RIPRAP	5,200	\$ 20.00	\$104,000.00
3/4" CRUSHER RUN	31,000	\$ 13.75	\$426,250.00
1-1/2" CRUSHER RUN	550	\$ 13.75	\$ 7,562.50
CRUSHED AGGREGATE BASE, TYPE B	6,200	\$ 13.75	\$ 85,250.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

F.O.B. ZONE 2 PER TON BY VENDORS TRUCKS (Western Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 2	BID AMOUNT
AL #1-#610 (washed)	2,100	\$ 17.50	\$ 36,750.00
AL #7-#10 (washed)	5,200	\$ 17.50	\$ 91,000.00
AL #1-#610 (unwashed)	10,500	\$ 15.00	\$ 157,500.00
AL #7-#10 (unwashed)	10,500	\$ 16.50	\$ 173,250.00
CL. 1 RIPRAP	550	\$ 21.25	\$ 11,687.50
CL. 2 RIPRAP	2,600	\$ 21.25	\$ 55,250.00
3/4" CRUSHER RUN	15,500	\$ 15.00	\$ 232,500.00
1-1/2" CRUSHER RUN	550	\$ 15.00	\$ 8,250.00
CRUSHED AGGREGATE BASE, TYPE B	3,100	\$ 15.00	\$ 46,500.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

F.O.B. ZONE 3 PER TON BY VENDORS TRUCKS (Northern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 3	BID AMOUNT
AL #1-#610 (washed)	2,100	\$ 18.50	\$ 38,850.00
AL #7-#10 (washed)	5,200	\$ 18.50	\$ 96,200.00
AL #1-#610 (unwashed)	10,500	\$ 16.00	\$ 168,000.00
AL #7-#10 (unwashed)	10,500	\$ 17.50	\$ 183,750.00
CL. 1 RIPRAP	550	\$ 22.25	\$ 12,237.50
CL. 2 RIPRAP	2,600	\$ 22.25	\$ 57,850.00
3/4" CRUSHER RUN	15,500	\$ 16.00	\$ 248,000.00
1-1/2" CRUSHER RUN	550	\$ 16.00	\$ 8,800.00
CRUSHED AGGREGATE BASE, TYPE B	3,100	\$ 16.00	\$ 49,600.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

BID PRICE FOR PICK UP BY COUNTY TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE FOR PICKUP BY COUNTY TRUCKS	BID AMOUNT
AL #1-#610 (washed)	630	\$12.00	\$ 7,560.00
AL #7-#10 (washed)	1,560	\$12.00	\$ 18,720.00
AL #1-#610 (unwashed)	3,150	\$ 9.50	\$ 29,925.00
AL #7-#10 (unwashed)	3,150	\$ 11.00	\$ 34,650.00
CL. 1 RIPRAP	165	\$ 15.00	\$ 2,475.00
CL. 2 RIPRAP	780	\$ 15.00	\$ 11,700.00
3/4" CRUSHER RUN	4,650	\$ 9.50	\$ 44,175.00
1-1/2" CRUSHER RUN	550	\$ 9.50	\$ 5,225.00
CRUSHED AGGREGATE BASE, TYPE B	945	\$ 9.50	\$ 8,977.50

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Vulcan Construction Materials, LP

of 1200 Urban Center, Birmingham, AL 35242

(hereinafter called the Principal), as Principal, and Berkley Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Tuscaloosa County Commission, 714 Greensboro Avenue, Room G78, Tuscaloosa, AL 35401

(hereinafter called the Obligee) in the penal sum of Ten Thousand Dollars And Zero Cents

Dollars (10,000.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Crushed Stone Bid

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 14 day of August, 2013

Patricia W. Aldridge
Witness

Cindy R. Hilborn
Witness

Vulcan Construction Materials, LP (Seal)
Principal
James R. Averitt
James R. Averitt, Assistant Secretary Title
Berkley Insurance Company
By Annette Wisong
Annette Wisong, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Steven L. Swords, Tina Kennedy, Annette Wisong, Joseph R. Williams, Cindy A. Thibodaux or Matthew Maloy of Wells Fargo Insurance Services USA, Inc. of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of May, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

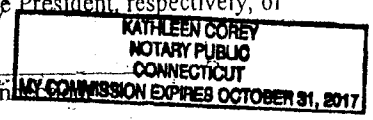
STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut



CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14 day of August, 2013.

(Seal)

Andrew M. Fuma

READ CAREFULLY

CRUSHED STONE

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This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 12th day of August 2013.

Debra A. Nichols
Notary Public 8-13-16

FIRM Buga Brothers Materials, Inc.
Name

BY [Signature]
Signature Acceptable in Ink Only

MAILING ADDRESS 1904 University Boulevard

CITY & STATE Tuscaloosa, AL 35401

PHONE NO 205-752-8195

TERMS NET 30 DAYS

DATE 8-12-13

ALL Bidders Must Use Our Bid Form and Show on Envelope
the Bid Number and Opening Date.
Each numbered bid must be in separate envelope with Bid
Number and Opening Date on outside of each envelope.
Original of this sheet MUST accompany ALL BIDS.
MAKE COPY FOR YOUR FILES

F.O.B. ZONE 1 PER TON BY VENDORS TRUCKS (Eastern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 1	BID AMOUNT
AL #1-#610 (washed)	4,150	No Bid	No Bid
AL #7-#10 (washed)	10,500	No Bid	No Bid
AL #1-#610 (unwashed)	21,000	\$ 14.60	\$ 306,600.00
AL #7-#10 (unwashed)	15,500	\$ 14.60	\$ 226,300.00
CL. 1 RIPRAP	550	\$ 17.60	\$ 9,680.00
CL. 2 RIPRAP	5,200	\$ 17.60	\$ 91,520.00
3/4" CRUSHER RUN	31,000	\$ 12.60	\$ 390,600.00
1-1/2" CRUSHER RUN	550	\$ 12.60	\$ 6,930.00
CRUSHED AGGREGATE BASE, TYPE B	6,200	\$ 12.60	\$ 78,120.00

COMPANY NAME BUNN Brothers materials Inc.
 MAILING ADDRESS 1904 University Blvd
 CITY & STATE Tuscaloosa Ala. 35401
 PHONE NO (205) 752-8195

QUARRY

Tuscaloosa Quarry / Howlow Pit
Brookwood Ala

PH. (205) ~~752-8~~ 556-6172

F.O.B. ZONE 2 PER TON BY VENDORS TRUCKS (Western Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 2	BID AMOUNT
AL #1-#610 (washed)	2,100	No Bid	No Bid
AL #7-#10 (washed)	5,200	No Bid	No Bid
AL #1-#610 (unwashed)	10,500	\$ 16.25	\$ 170,625.00
AL #7-#10 (unwashed)	10,500	\$ 16.25	\$ 170,625.00
CL. 1 RIPRAP	550	\$ 19.25	\$ 10,587.50
CL. 2 RIPRAP	2,600	\$ 19.25	\$ 50,050.00
3/4" CRUSHER RUN	15,500	\$ 14.25	\$ 220,875.00
1-1/2" CRUSHER RUN	550	\$ 14.25	\$ 7,837.50
CRUSHED AGGREGATE BASE, TYPE B	3,100	\$ 14.25	\$ 44,175.00

COMPANY NAME BUNN Brothers Materials Inc

MAILING ADDRESS 1904 University Blvd.

CITY & STATE Tuscaloosa, Ala.

PHONE NO (205) 752-8195

Quarry

Tuscaloosa Quarry / Howton Pit

Brookwood Ala.

PH. (205) 556-6172

F.O.B. ZONE 3 PER TON BY VENDORS TRUCKS (Northern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 3	BID AMOUNT
AL #1-#610 (washed)	2,100	No Bid	No Bid
AL #7-#10 (washed)	5,200	No Bid	No Bid
AL #1-#610 (unwashed)	10,500	\$ 18.60	\$ 195,300.00
AL #7-#10 (unwashed)	10,500	\$ 18.60	\$ 195,300.00
CL. 1 RIPRAP	550	\$ 21.60	\$ 11,880.00
CL. 2 RIPRAP	2,600	\$ 21.60	\$ 56,160.00
3/4" CRUSHER RUN	15,500	\$ 16.60	\$ 257,300.00
1-1/2" CRUSHER RUN	550	\$ 16.60	\$ 9,130.00
CRUSHED AGGREGATE BASE, TYPE B	3,100	\$ 16.60	\$ 51,460.00

COMPANY NAME BUND BROTHERS MATERIALS INC.
 MAILING ADDRESS 1904 UNIVERSITY BLVD
 CITY & STATE TUSCALOOSA ALA
 PHONE NO (205) 752-8195

QUARRY

TUSCALOOSA QUARRY / HOWTOW PIT
 BROOKWOOD ALA
 PH (205) 556-6172

BID PRICE FOR PICK UP BY COUNTY TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE FOR PICKUP BY COUNTY TRUCKS	BID AMOUNT
AL #1-#610 (washed)	630	NO BID	NO BID
AL #7-#10 (washed)	1,560	NO BID	NO BID
AL #1-#610 (unwashed)	3,150	\$ 11.00 TON	\$ 34,650. ⁰⁰
AL #7-#10 (unwashed) 8-9-10 ONLY	3,150	\$ 11.00 TON	\$ 34,650. ⁰⁰
CL. 1 RIPRAP	165	\$ 13.50 TON	\$ 2,227. ⁵⁰
CL. 2 RIPRAP	780	\$ 13.50 TON	\$ 10,530. ⁰⁰
3/4" CRUSHER RUN	4,650	\$ 9.00 TON	\$ 41,850. ⁰⁰
1-1/2" CRUSHER RUN	550	\$ 9.00 TON	\$ 4,950. ⁰⁰
CRUSHED AGGREGATE BASE, TYPE B	945	\$ 9.00 TON	\$ 8,505. ⁰⁰

MAIN OFFICE
 COMPANY NAME BUNN BROTHERS materials Inc.
 MAILING ADDRESS 1904 University Blvd.
 CITY & STATE TUSCALOOSA ALA 35401
 PHONE NO (205) 752-8195

QUARRY LOCATION
 BUNN BROTHERS materials INC.
 TUSCALOOSA QUARRY / HOWTON PIT
 Brookwood, ALA.
 PH. (205) 556-6172



Western Surety Company

BID BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

BUNN BROTHERS MATERIALS, INC.

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY, 950 Echo Lane, Suite 250, Houston, Texas 77024, as Surety, hereinafter called the Surety, are held and firmly bound unto

TUSCALOOSA COUNTY COMMISSION

Name, Address, City, State, Zip, Phone Number

_____, as Obligee, hereinafter called the Obligee, in the sum of

5 % of the amount of this bid ~~not to exceed~~ _____

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

CRUSHED STONE

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such contract; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder less Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 14 day of AUG, 2013

BUNN BROTHERS MATERIALS, INC.
Principal

By [Signature]

Title PRES.

WESTERN SURETY COMPANY

By [Signature]

Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2013.



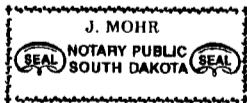
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of AUG, 2013



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

READ CAREFULLY

CRUSHED STONE

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same.

If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 14th day of August 2013.

Dellie C. Andrews
Notary Public

MY COMMISSION EXPIRES AUG 22, 2014

FIRM SOUTHLAND RESOURCES, INC. - MATERIALS DIVISION
Name

BY [Signature]
Signature Acceptable in Ink Only

MAILING ADDRESS P.O. Box 770

CITY & STATE Cottondale, AL 35453

PHONE NO (205) 553-1615

TERMS Net 30

DATE 8-14-13



Bank Of Tuscaloosa

Division of SYNOVUS BANK
P.O. BOX 2508 • TUSCALOOSA, AL 35401

OFFICIAL CHECK

343013436

94-80
611

PAY *****TEN THOUSAND DOLLARS & 00/100*****

DATE AUGUST 14, 2013

\$ 10,000.00

TO THE ORDER OF TUSCALOOSA COUNTY COMMISSION

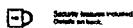
REMITTER SOUTHLAND RESOURCES, INC.
FOR BID# 20130719011
PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

⑆343013436⑆ ⑆08100606⑆

30135745⑆

James W. Fuller
AUTHORIZED SIGNATURE

© DELUXE SYSTEMS



ALL Bidders Must Use Our Bid Form and Show on Envelope
the Bid Number and Opening Date.

Each numbered bid must be in separate envelope with Bid
Number and Opening Date on outside of each envelope.

Original of this sheet MUST accompany ALL BIDS.

MAKE COPY FOR YOUR FILES

F.O.B. ZONE 1 PER TON BY VENDORS TRUCKS (Eastern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 1	BID AMOUNT
AL #1-#610 (washed)	4,150	NO BID	NO BID
AL #7-#10 (washed)	10,500	NO BID	NO BID
AL #1-#610 (unwashed)	21,000	16.00	336,000.00
AL #7-#10 (unwashed)	15,500	16.00	336,000.00
CL. 1 RIPRAP	550	19.50	10,725.00
CL. 2 RIPRAP	5,200	19.50	101,400.00
3/4" CRUSHER RUN	31,000	16.00	496,000.00
1-1/2" CRUSHER RUN	550	15.50	8,525.00
CRUSHED AGGREGATE BASE, TYPE B	6,200	15.50	96,100.00

COMPANY NAME SOUTHLAND RESOURCES, INC. - MATERIALS DIVISION

MAILING ADDRESS P.O. BOX 770

CITY & STATE COTTONDALE, AL 35453

PHONE NO (205) 553-1615

F.O.B. ZONE 2 PER TON BY VENDORS TRUCKS (Western Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 2	BID AMOUNT
AL #1-#610 (washed)	2,100	NO BID	NO BID
AL #7-#10 (washed)	5,200	NO BID	NO BID
AL #1-#610 (unwashed)	10,500	NO BID	NO BID
AL #7-#10 (unwashed)	10,500	NO BID	NO BID
CL. 1 RIPRAP	550	NO BID	NO BID
CL. 2 RIPRAP	2,600	NO BID	NO BID
3/4" CRUSHER RUN	15,500	NO BID	NO BID
1-1/2" CRUSHER RUN	550	NO BID	NO BID
CRUSHED AGGREGATE BASE, TYPE B	3,100	NO BID	NO BID

COMPANY NAME SOUTHLAND RESOURCES, INC - MATERIALS DIVISION

MAILING ADDRESS P.O. BOX 770

CITY & STATE COTTONDALE, AL 35453

PHONE NO (205) 553-1615

F.O.B. ZONE 3 PER TON BY VENDORS TRUCKS (Northern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 3	BID AMOUNT
AL #1-#610 (washed)	2,100	NO BID	NO BID
AL #7-#10 (washed)	5,200	NO BID	NO BID
AL #1-#610 (unwashed)	10,500	NO BID	NO BID
AL #7-#10 (unwashed)	10,500	NO BID	NO BID
CL. 1 RIPRAP	550	NO BID	NO BID
CL. 2 RIPRAP	2,600	NO BID	NO BID
3/4" CRUSHER RUN	15,500	NO BID	NO BID
1-1/2" CRUSHER RUN	550	NO BID	NO BID
CRUSHED AGGREGATE BASE, TYPE B	3,100	NO BID	NO BID

COMPANY NAME SOUTHLAND RESOURCES, INC. - MATERIALS DIVISION

MAILING ADDRESS P.O. BOX 770

CITY & STATE COTTONDALE, AL 35453

PHONE NO (205) 553-1615

BID PRICE FOR PICK UP BY COUNTY TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE FOR PICKUP BY COUNTY TRUCKS	BID AMOUNT
AL #1-#610 (washed)	630	NO BID	NO BID
AL #7-#10 (washed)	1,560	NO BID	NO BID
AL #1-#610 (unwashed)	3,150	8.50	26,775.00
AL #7-#10 (unwashed)	3,150	8.50	26,775.00
CL. 1 RIPRAP	165	12.00	1,980.00
CL. 2 RIPRAP	780	12.00	9,360.00
3/4" CRUSHER RUN	4,650	8.50	39,525.00
1-1/2" CRUSHER RUN	550	8.00	4,400.00
CRUSHED AGGREGATE BASE, TYPE B	945	8.00	7,560.00

COMPANY NAME SOUTHLAND RESOURCES, INC. - MATERIALS DIVISION

MAILING ADDRESS P.O. Box 770

CITY & STATE COTTONDALE, AL 35453

PHONE NO (205) 553-1615

FORM OF BID BOND

KNOW ALL BY THESE PRESENTS: that the contractor, as Principal, and the Surety are held and firmly bound unto the

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION

as Oblige, in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for Project Number(s) _____
County/Countries _____

The condition of this obligation is such that: if the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. if no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____

Name of Business, Corporation, Partnership, or Joint Venture (Contractor) _____ State of Charter or Incorporation _____

By: _____ Position or Title _____
(Signature of Individual Bidder or Officer Authorized to Sign Bids and Contracts for the Firm)

By: _____ Position or Title _____
(Signature of Individual Bidder or Officer Authorized to Sign Bids and Contracts for the Firm)

BY: _____ (Attorney in Fact)
(Name of Surety)

(Address of Surety)



PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM OF BID BOND IS COMPLETED AND SIGNED BY PRINCIPAL AND SURETY OR A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED. PLEASE LEAVE ATTACHED IN YOUR BID PROPOSAL. BID BOND MUST BE INCLUDED IN THE SEALED BID PACKAGE AND PRESENTED PRIOR TO THE TIME SET FOR BID OPENING.

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	BID PRICE (PER UNIT)
630A-001	GUARDRAIL CLASS A TYPE 2	LIN. FT.	2060 LIN. FEET	28.00 LF
630C-070	TYPE 10 SERIES END ANCHORS	EACH	65 Each	2,800.00 EA
630C-070	TYPE 13 END ANCHORS	EACH	65 Each	1,850.00 EA
630	GUARDRAIL AND CONCRETE BARRIER TYPE 4a CASE 1	LIN. FT.	1650 LIN. FEET	150.00 LF
630	GUARDRAIL AND CONCRETE BARRIER TYPE 4a CASE 3	LIN. FT.	1650 LIN. FEET	65.00 LF
630C-050	Type 20 Series End Anchors	Each	105 Each	3,100.00 EA

BY: Catherine Huff

Catherine Huff, President

FOR: Alabama Guardrail, Inc.

ADDRESS: P. O. Box 728

Pinson, AL 35126

TELEPHONE: (205) 681-3395

DATE: 07-25-13

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award (October 1, 2013 through September 30, 2014).

STATE OF AL)
Tuscaloosa COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

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

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

Installation of Guardrail and End Anchors

Project:

Location: Tuscaloosa County, Alabama

Architect or Engineer: Tuscaloosa County Engineering Department

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 14th day of August, 2013, the name and corporate representative, pursuant to authority of its governing body.

Witness:

Angie R. Littleton

Principal:

Alabama Guardrail, Inc. (Seal)

By: *Catherine Huff*

Title: President

Surety:

Mid-Continent Casualty Company (Seal)

By: *Thomas J. Bole*

Thomas J. Bole

Title: Attorney-in-Fact

ATTEST:

Lee Ann P. Hilton
Lee Ann P. Hilton

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.

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof: Robert B. Berman, Thomas J. Bole, William H. Fedor, Gail S. Karr, H. Grantland Rice, III and Gregg A. Tatum, individually of BIRMINGHAM, AL

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of May, 2013



ATTEST:

Sharon Hackl

SHARON HACKL

SECRETARY

MID-CONTINENT CASUALTY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 29 day of May, 2013 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS



Commission # 11008253

My Commission Expires: 09-08-15

Julie Callahan

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009:

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of August, 2013



Sharon Hackl

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

METAL PIPE BID

READ CAREFULLY

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. The pipe shall meet the Alabama Department of Transportation Standard Specifications for Highway Construction 2012 Edition. Tax exemption certificates furnished upon request. If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. I/We can make delivery within 7 day(s) if awarded an order.

The pipe will be furnished for the period listed below, with the discount applying to the prices shown and to be delivered F.O.B. jobsite or county maintenance camps countywide. If above base prices are not used in accordance with above instructions "YOUR BID WILL NOT BE CONSIDERED".

% Discount 28.57 BID PERIOD: OCTOBER 1, 2013 through SEPTEMBER 30, 2014

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 30th day of July 2013.

Heidi S. Harper
Notary Public

MY COMMISSION EXPIRES AUGUST 28, 2016

FIRM CONTECH ES
Name

BY Bob Walker
Signature Acceptable in Ink Only

MAILING ADDRESS 1900 CRESTWOOD BLVD, STE 303

CITY & STATE BIRMINGHAM, AL 35210

PHONE NO 205 515 5982

TERMS -1/2% 10 DAYS ; NET 30

DATE 7/30/13

BID BOND

Each bid submission shall be accompanied by a bid bond made payable to the Tuscaloosa County Commission in the amount of five (5) percent of the Total Bid Amount. Bidder shall submit the Bid Bond using the Bid Bond form attached.

→ CERTIFIED CHECK - OPTION - SEE LAST PAGE

ALABAMA CSP PRICE LIST
 2-2/3" X 1/2" CORRUGATION
 ROUND CSP PRICING (\$ / LF)

DIA	GAGE	PLAIN GALV	FULL COATED	FULL COATED & PAVED INV
6	18	\$4.84	\$5.32	n/a
8	18	\$6.29	\$6.89	n/a
10	18	\$7.87	\$8.63	n/a
6	16	\$5.93	\$6.41	n/a
8	16	\$7.74	\$8.34	n/a
10	16	\$9.68	\$10.44	n/a
12	16	\$10.78	\$11.58	\$12.78
15	16	\$13.42	\$14.62	\$15.82
18	16	\$16.06	\$17.66	\$18.86
21	16	\$18.59	\$20.19	\$22.19
24	16	\$21.23	\$23.23	\$25.63
27	16	\$23.87	\$26.27	\$28.67
30	16	\$26.40	\$28.80	\$31.20
36	16	\$31.57	\$34.37	\$37.57
42	16	\$36.74	\$39.94	\$43.54
48	16	\$41.91	\$45.91	\$49.51
12	14	\$13.31	\$14.11	\$15.31
15	14	\$16.50	\$17.70	\$18.90
18	14	\$19.69	\$21.29	\$22.49
21	14	\$22.88	\$24.48	\$26.48
24	14	\$26.07	\$28.07	\$30.47
27	14	\$28.93	\$31.33	\$33.73
30	14	\$32.45	\$34.85	\$37.25
36	14	\$38.63	\$41.63	\$44.83
42	14	\$45.21	\$48.41	\$52.01
48	14	\$51.59	\$55.59	\$59.19
54	14	\$57.97	\$62.37	\$66.77

DIA	GAGE	PLAIN GALV	FULL COATED	FULL COATED & PAVED INV
15	12	\$22.77	\$23.97	\$25.17
18	12	\$27.17	\$28.77	\$29.97
21	12	\$31.57	\$33.17	\$35.17
24	12	\$35.97	\$37.97	\$40.37
27	12	\$40.37	\$42.77	\$45.17
30	12	\$44.77	\$47.17	\$49.57
36	12	\$53.57	\$56.37	\$59.57
42	12	\$62.37	\$65.57	\$69.17
48	12	\$71.17	\$75.17	\$78.77
54	12	\$79.97	\$84.37	\$88.77
60	12	\$88.77	\$93.17	\$98.77
66	12	\$97.57	\$102.37	\$108.77
24	10	\$44.66	\$46.66	\$49.06
27	10	\$50.77	\$53.17	\$55.57
30	10	\$56.87	\$59.27	\$61.67
36	10	\$67.98	\$70.78	\$73.98
42	10	\$79.09	\$82.29	\$85.89
48	10	\$90.31	\$94.31	\$97.91
54	10	\$101.42	\$105.82	\$110.22
60	10	\$112.64	\$117.04	\$122.64
66	10	\$123.75	\$128.55	\$134.95
72	10	\$134.97	\$140.57	\$147.37
36	8	\$82.17	\$84.97	\$88.17
42	8	\$95.70	\$98.90	\$102.50
48	8	\$109.12	\$113.12	\$116.72
54	8	\$122.65	\$127.05	\$131.45
60	8	\$136.18	\$140.58	\$146.18
66	8	\$149.71	\$154.51	\$160.91
72	8	\$163.13	\$168.73	\$175.53
78	8	\$176.66	\$183.06	\$189.86
84	8	\$199.70	\$206.50	\$213.70

BAND CHARGE:
 12" - 36" CHARGED @ 1' OF PIPE
 42" - 60" 1.5'
 66" + UP 2.0'

ALABAMA CSP PRICE LIST
 3" X 1" CORRUGATION
 ARCH CSP PRICING (\$ / LF)

EQUIV DIA	SPAN X HEIGHT	GAGE	PLAIN GALV	FULL COATED	FULL COATED & PAVED INV
36	40X31	16	\$39.06	\$45.06	\$48.66
42	46X36	16	\$46.16	\$52.16	\$57.36
36	40X31	14	\$48.53	\$54.53	\$58.13
42	46X36	14	\$55.63	\$61.63	\$66.83
48	53X41	14	\$63.91	\$70.31	\$76.31
54	60X46	14	\$72.20	\$79.00	\$85.80
60	66X51	14	\$79.30	\$86.50	\$94.50
66	73X55	14	\$87.59	\$95.59	\$104.39
72	81X59	14	\$95.87	\$104.87	\$114.27
78	87X63	14	\$102.97	\$112.57	\$122.97
84	95X67	14	\$116.82	\$126.82	\$138.42
90	103X71	14	\$130.20	\$141.00	\$153.40
96	112X75	14	\$139.31	\$150.91	\$164.11
36	40X31	12	\$66.28	\$72.28	\$75.88
42	46X36	12	\$76.93	\$82.93	\$88.13
48	53X41	12	\$87.59	\$93.99	\$99.99
54	60X46	12	\$98.24	\$105.04	\$111.84
60	66X51	12	\$108.89	\$116.09	\$124.09
66	73X55	12	\$119.54	\$127.54	\$136.34
72	81X59	12	\$130.20	\$139.00	\$148.60
78	87X63	12	\$140.85	\$150.45	\$160.85
84	95X67	12	\$159.08	\$169.08	\$180.68
90	103X71	12	\$178.37	\$189.17	\$201.57
96	112X75	12	\$191.39	\$202.99	\$216.19

EQUIV DIA	SPAN X HEIGHT	GAGE	PLAIN GALV	FULL COATED	FULL COATED & PAVED INV
36	40X31	10	\$84.04	\$90.04	\$93.64
42	46X36	10	\$98.24	\$104.24	\$109.44
48	53X41	10	\$112.44	\$118.84	\$124.84
54	60X46	10	\$125.46	\$132.26	\$139.06
60	66X51	10	\$139.66	\$146.86	\$154.86
66	73X55	10	\$152.68	\$160.88	\$169.48
72	81X59	10	\$165.70	\$174.50	\$184.10
78	87X63	10	\$179.91	\$189.51	\$199.91
84	95X67	10	\$203.82	\$213.82	\$225.42
90	103X71	10	\$227.84	\$238.64	\$251.04
96	112X75	10	\$244.77	\$256.37	\$269.57
36	40X31	8	\$102.97	\$108.97	\$112.57
42	46X36	8	\$118.36	\$124.36	\$129.56
48	53X41	8	\$136.11	\$142.51	\$148.51
54	60X46	8	\$152.68	\$159.48	\$166.28
60	66X51	8	\$169.25	\$176.45	\$184.45
66	73X55	8	\$185.83	\$193.83	\$202.63
72	81X59	8	\$202.40	\$211.20	\$220.80
78	87X63	8	\$218.97	\$228.57	\$238.97
84	95X67	8	\$247.31	\$257.31	\$268.91
90	103X71	8	\$277.32	\$288.12	\$300.52
96	112X75	8	\$296.85	\$308.45	\$321.65

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ , as Principal;
and _____ , as Surety (**NOTE:** If
cashier's check drawn on an Alabama bank utilized in lieu of corporate surety, attach check as required
by bid documents) are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as
obligee, hereinafter called the County, in the sum of
_____ Dollars

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

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

Project/Bid Item: _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver Performance Bond in the Forms as attached to the Bid Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the Instructions to Bidders shall in all perform the agreement created by the acceptance of said bid within ten (10) days after the prescribed forms have been presented to Bidder for execution; 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 _____ day of _____, 20_____, the name and corporate representative, pursuant to authority of its governing body.

WITNESS:

Address: _____

PRINCIPAL:

_____ (SEAL)

By: _____

Title: _____

SURETY:

_____ (SEAL)

(Business Address)

ATTEST:

By: _____

Title: _____

Attorney in fact

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. Valid current Power of Attorney for Corporate Surety must be attached.

→ **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, in lieu of a Corporate Surety, under the same terms.

*CERTIFIED CHECK WILL COME SEPARATELY FROM
OUR HEAD QUARTERS OFFICE.*

READ CAREFULLY

CONCRETE PIPE

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. The pipe shall meet the Alabama Department of Transportation Standard Specifications for Highway Construction 2012 Edition. Tax exemption certificates furnished upon request. If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. We understand that the term of this bid is for one year (October 1, 2013 through September 30, 2014).

The pipe will be furnished for the period listed with 17 % discount applying to the prices shown to be delivered F.O.B. jobsite or county maintenance camps countywide. If above base prices are not used in accordance with above instructions "YOUR BID WILL NOT BE CONSIDERED".

% Discount 17

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 6 day of August 2013.


Notary Public BJ Bonner

MY COMMISSION EXPIRES 2-10-2014

FIRM HANSON PIPE & PRECAST

Name

BY 

Signature Acceptable in Ink Only

MAILING ADDRESS 3101 35TH STREET

CITY & STATE TUSCALOOSA, AL. 35403

PHONE NO 205-758-8671

TERMS NET 30 DAYS

DATE August 6, 2013

**BASE PRICES FOR
CONCRETE PIPE**
Circular Culvert / Storm Sewer Pipe
ASTM Designation C-76

Size	Plain	Class 2	Class 3	Class 4	Class 5
12" T & G	7.74		9.94	10.62	10.85
15" T & G	9.35		12.08	12.78	14.85
18" T & G	12.27		14.53	17.11	23.08
21" T & G	15.65		20.52	24.02	28.77
24" T & G	19.19		23.27	26.85	37.00
27" T & G		28.11	28.90	32.15	45.23
30" T & G		33.94	34.51	39.41	53.47
36" T & G		45.06	46.99	51.40	66.25
42" T & G		57.35	59.89	81.75	91.73
48" T & G		73.27	76.68	91.98	108.55
54" T & G		92.28	96.17	114.70	150.91
60" T & G		107.37	113.31	133.70	176.72
66" T & G		135.55	144.68	179.21	232.68
72" T & G		166.66	169.06	189.68	243.17
84" T & G		210.35	226.10	265.35	330.41
96" T & G		305.91	314.86	289.59	517.36

Right of Way Markers 18.23

Land Survey Markers 22.39

NOTE: Pipe must be tongue and groove joints.

The above pipe shall meet the Alabama Department of Transportation Standard Specifications for Highway Construction 2006 Edition.

The above pipe will be furnished for the period listed with 17 % discount applying to the prices shown to be delivered f.o.b. job site or county maintenance camps countywide.

If above base prices are not used in accordance with the above instructions "YOUR BID WILL NOT BE CONSIDERED".

Tuscaloosa County reserves the right to accept or reject any or all bids.

% Discount 17%

Billy Carter
Signature/Date

HANSON PIPE & PRECAST, INC.

Bidder's Company Name

TUSCALOOSA, AL. 35403

August 6, 2013

2 of 2

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hanson Pipe & Precast
3101 35th Street
Tuscaloosa, AL 35401

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

This document has important
legal consequences. Consultation
with an attorney is encouraged

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.

5290227

Certificate No. _____

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

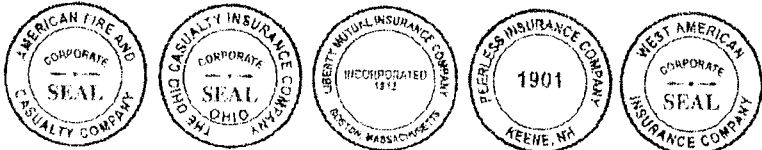
Liberty Mutual Insurance Company
Peerless Insurance Company

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, BRIDGETTE S. JACKSON, PHIL NEIGHORN, CLAUDIA NUNEZ,

all of the city of DALLAS, state of TEXAS 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 3rd day of April, 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 3rd day of April, 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 2nd day of August, 2013.



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

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.

FIRM Ergon A & E
NAME _____ VENDOR NO _____

BY _____
Signature Acceptable in Ink Only

MAILING ADDRESS 7890 Birmingham Rd

CITY & STATE Mulga AZ 35118

PHONE NO 205-436-3413

TERMS Net 30

For cash payment without regard to date of remittance

Date 8/12/13

ALL Bidders Must Use Our Bid Form and Show on Envelope the Bid Number and Opening Date. Each numbered bid must be in separate envelope with Bid Number and Opening Date on outside of each envelope. Original of this sheet MUST accompany ALL BIDS.

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award. **The Bidder agrees that all orders for work shall be completed within five (5) working days from placement of such order.**

F.O.B. ANY DESTINATION IN COUNTY PER TON BY VENDOR'S TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. COUNTYWIDE
AC-5 THROUGH AC-30	55	No Bid
MC-70 THROUGH MC-3000	210	No Bid
RC-70 THROUGH RC-3000	35	No Bid
RS-2	35	No Bid
CRS-2	35	\$ 2.43
CRS-2H	55	\$ 2.43
CRS-2P	1,030	\$ 2.73
MP	35	No Bid
MP-1	35	No Bid
EMULSIFIED PETROLEUM RESIN	55	No Bid

F.O.B. VENDOR'S PLANT

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. VENDOR'S PLANT
AC-5 THROUGH AC-30	35	No Bid
MC-70 THROUGH MC-3000	210	No Bid
RC-70 THROUGH RC-3000	35	No Bid
RS-2	35	No Bid
CRS-2	35	\$ 2.32
CRS-2H	35	\$ 2.32
CRS-2P	3,100	\$ 2.62
MP	35	No Bid

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, Ergon Asphalt & Emulsions, Inc., as Principal; and _____ Western Surety Company, as Surety (NOTE: If cashier's check drawn on an Alabama bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of Five Percent of the Amount Bid Dollars (\$ 5% of 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/bid item or portion thereof:

Project/Bid Item: CRS-2 / CRS-2H / CRS-2P for the period of October 1, 2013 - September 30, 2014

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver Performance Bond in the Forms as attached to the Bid Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the Instructions to Bidders shall in all perform the agreement created by the acceptance of said bid within ten (10) days after the prescribed forms have been presented to Bidder for execution; 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 14th day of August, 2013, the name and corporate representative, pursuant to authority of its governing body.

WITNESS:
PRINCIPAL: Kathryn W. Stone
Ergon Asphalt & Emulsions, Inc.

(SEAL)

By: _____

Title: Sec/Treas

Address: _____

SURETY:

Western Surety Company (SEAL)

P.O. Box 5077
(Business Address)

Sioux Falls, SD 57117

ATTEST:

Carley Norman
Carley Norman, Witness

By: Katie Aldridge

Title: Katie Aldridge / Attorney-In-Fact / Bottrell Insurance
Attorney in fact

COUNTERSIGNED BY RESIDENT AL AGENT:

R. Forrest Fitts
R. Forrest Fitts, Fitts Agency, Inc.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jim A Armstrong, Jerry G Veazey Jr, Robert L Elliott, Jerry Eugene Horner Jr, Jason J Young, Trina Cobb, Linda D Whittington, Peggy L Jackson, Thomas Brent Tyler, Brody Eric Buckley, Angela Bullie, Katie Aldridge, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of November, 2012.



WESTERN SURETY COMPANY

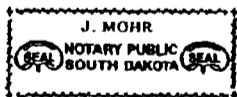
Paul T. Bruffat

Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of November, 2012, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of August, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

FIRM HUNT REFINING COMPANY

NAME

VENDOR NO

BY

Gaius Whitfield

GAIUS WHITFIELD

Signature Acceptable in Ink Only

MAILING ADDRESS 2200 JACK WARNER PKWY, SUITE 400

CITY & STATE TUSCALOOSA, AL 35401

PHONE NO (205) 391-3406

TERMS NET 30 DAYS

For cash payment without regard to date of remittance

Date 8/5/13

ALL Bidders Must Use Our Bid Form and Show on Envelope the Bid Number and Opening Date. Each numbered bid must be in separate envelope with Bid Number and Opening Date on outside of each envelope. Original of this sheet MUST accompany ALL BIDS.

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award. **The Bidder agrees that all orders for work shall be completed within five (5) working days from placement of such order.**



CASHIER'S CHECK

08/07/2013

5006607542

Hunt Refining Company / Bid Bond

Purchaser / Purchased For

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Tuscaloosa County Commission

VOID

\$10,000.00 Fee \$0.00

NOT NEGOTIABLE
CUSTOMER COPY

Branch AL08038
CC000038

Regions Bank



CASHIER'S CHECK

08/07/2013

5006607542

61-1/820

Hunt Refining Company / Bid Bond

Purchaser / Purchased For

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: Tuscaloosa County Commission

\$10,000.00



Authorized Signature *Jessie W. Rank*
Branch AL08038
CC000038

Regions Bank

⑆ 5006607542 ⑆ ⑆ 082000019⑆ 000074265⑆ ⑆

F.O.B. ANY DESTINATION IN COUNTY PER TON BY VENDOR'S TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. COUNTYWIDE
AC-5 THROUGH AC-30	55	\$575.11 / TON
MC-70 THROUGH MC-3000	210	\$780.11 / TON
RC-70 THROUGH RC-3000	35	NO BID
RS-2	35	NO BID
CRS-2	35	\$465.11 / TON
CRS-2H	55	\$465.11 / TON
CRS-2P	1,030	\$520.11 / TON
MP	35	NO BID
MP-1	35	NO BID
EMULSIFIED PETROLEUM RESIN	55	NO BID

F.O.B. VENDOR'S PLANT

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. VENDOR'S PLANT
AC-5 THROUGH AC-30	35	\$545.00 / TON
MC-70 THROUGH MC-3000	210	\$750.00 / TON
RC-70 THROUGH RC-3000	35	NO BID
RS-2	35	NO BID
CRS-2	35	\$435.00 / TON
CRS-2H	35	\$435.00 / TON
CRS-2P	3,100	\$490.00 / TON
MP	35	NO BID

BID REMISSION SHEET
SILT FENCE (MATERIAL ONLY)

COMPANY: Universal Seed & Supply / ECS

BY: Regina HARRELSON

ADDRESS: 5521 Eastcliff Industrial Blvd.

PO BOX 100637

Birmingham, AL 35210

PHONE: 205-838-1400

BID PRICE: _____ \$.74 Per Lin Ft

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantity listed above is approximate only. There will be no contract adjustment in the unit price for any increase or decrease the unit quantities. The Bidder agrees that this bid shall be good for the period from October 1, 2013 to September 30, 2014.



REGIONS

CASHIER'S CHECK

07/24/2013

61-1/620

5500110759

Universal Seed and Supply Inc. / Bid Bond Silt Fence
Purchaser / Purchased For

THREE HUNDRED EIGHTY EIGHT DOLLARS AND 50 CENTS

PAY TO THE ORDER OF: Tuscaloosa County Commission

\$388.50



Regions Bank

Authorized Signature

Branch AL08224
CC000224

⑆ 5500 110759 ⑆ ⑆ 06 20000 19 ⑆ 0000 74 26 5 ⑆

READ CAREFULLY

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 24 day of July 2013.

Maryann J. Hutchins My Commission Expires 1-27-2014
Notary Public

FIRM Universal Seed & Supply / ECS
Name

BY [Signature]
Signature Acceptable in Ink Only

MAILING ADDRESS PO Box 100637

CITY & STATE Birmingham, AL 35210

PHONE NO 205-838-1400

TERMS Net 30

DATE 24 July 13

ALABAMA DEPARTMENT OF TRANSPORTATION
LIST II-3
GEOTEXTILES

APPROVAL DATE September 5, 2000
THIS REVISION April 1, 2013
Page 6 of 8

TENAX TG-850	1	01/10/00
TENAX TG-700	1	01/10/00
TERRAM 1500 UVDG	16	06/01/04
TYPAR 3601G	24	07/06/09
WEBTEC TerraTex NO8	5	01/10/00
Western Excelsior WE-8.0N	15, 23	05/04/09
WINfab 800	27	10/04/10

**SUBARTICLE 665.02(i) TEMPORARY EROSION CONTROL AND EROSION CONTROL
665-J SILT FENCE – per linear foot
WIRE SUPPORTED**

BELTON AEF-600W	3	01/10/00
BELTON 200 NO. 776	3	01/10/00
BELTON 300 NO. 777	3	01/10/00
BELTON 400 NO. 113	3	01/10/00
CONTECH C31NW	12	01/10/00
CONTECH C38NW	12	01/10/00
CONTECH C40NW	12	01/10/00
CONTECH C45NW	12	01/10/00
CONTECH C46NW	12	01/10/00
CONTECH C60NW	12	01/10/00
CONTECH C70/60	12	01/10/00
CONTECH C70NW	12	01/10/00
CONTECH C80NW	12	01/10/00
CROWN R035	11	01/10/00
CROWN R060	11	01/10/00
CROWN R080	11	01/10/00
DDD Erosion Control 3D3.5NW	28	11/01/10
FX-35HS	7, 22	05/15/07
FX-40CF	7, 22	01/10/00
GEOTEX 104F	4, 20	01/10/00
GEOTEX 311	4, 20	01/10/00
→ GEOTEX 351	4, 20	01/10/00
GEOTEX 401	4, 20	01/10/00
GEOTEX 451	4, 20	01/10/00
GEOTEX 501	4, 20	01/10/00
GEOTEX 601	4, 20	01/10/00
GEOTEX 651	4, 20	01/10/00
GEOTEX 701	4, 20	01/10/00
GEOTEX 801	4, 20	01/10/00
GEOTEX 1101	4, 20	01/10/00
LINQ INDUSTRIAL FABRICS 125EX/AOL	13	01/10/00
LINQ INDUSTRIAL FABRICS 130 EX	13	01/10/00
MIRAFI 140NL	8	01/10/00
PETROMAT 4598	4	10/01/01
PHOENIX NW-5P	2	01/10/00
PHOENIX NW-8P	2	01/10/00
REEMAY 3341G	10	01/10/00
REEMAY 3401G	10	01/10/00
REEMAY 3501G	10	01/10/00
REEMAY 3601G	10	01/10/00
REEMAY 3631G	10	01/10/00
SKAPS GT-135	15	07/05/05
TENAX TG500	1	01/10/00
WEBTEC TerraTex NO4	5	01/10/00
Western Excelsior WE-3.5N	15, 23	05/04/09
WEBTEC TerraTex NO4	5	01/10/00
Western Excelsior WE-3.5N	15, 23	05/04/09
WINfab 350N	27	08/01/11

BID REMISSION SHEET

SILT FENCE FURNISHED AND INSTALLED BID

COMPANY: Southern Tractor & Landscaping

BY: Bryan Montgomery

ADDRESS: 13985 Chism Road

Northport, AL 35475

PHONE: 205-361-1779 Line 1*64*1987

BID PRICE: 3.05 Per Lin Ft C.I.P.

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantity listed above is approximate only. There will be no contract adjustment in the unit price for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for the period from October 1, 2013 to September 30, 2014.

READ CAREFULLY

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same.
If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

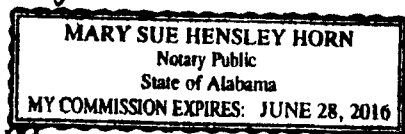
This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 13th day of August 20 13.

Notary Public

Mary Sue Hensley Horn
Notary Public



FIRM Southern Tractor & Landscaping
Name

BY *Boya Martin*
Signature Acceptable in Ink Only

MAILING ADDRESS 13985 Chism Road

CITY & STATE Northport, AL 35475

PHONE NO 205-361-1779

TERMS _____

DATE 8-13-13

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal;
and _____, as Surety (NOTE: If cashier's check drawn on an Alabama bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of _____ Dollars (\$ _____) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Project/Bid Item: Silt fence furnished and Installed

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver Performance Bond in the Forms as attached to the Bid Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the Instructions to Bidders shall in all perform the agreement created by the acceptance of said bid within ten (10) days after the prescribed forms have been presented to Bidder for execution; 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 _____ day of _____, 20_____, the name and corporate representative, pursuant to authority of its governing body.