

TUSCALOOSA COUNTY COMMISSION

MEETING

NOVEMBER 6, 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 Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to grant a 60-day extension for completion of repairs to the following property owner:

Property owner granted 60-day extension:
6814 Unity Road, Tuscaloosa, AL 35401
Parcel ID #63-31-09-31-3-002-026.000

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to solicit bids for demolition of the following property and requested the County Attorney place a lien on the property for costs incurred of such demolition:

Property to be demolished:
22711 Highway 43 North, Berry, AL 35542
Parcel ID#63-04-06-14-0-001-004.002

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

Traweek Road over Binion Creek \$2,000.00
Malone Creek Road over Malone Mill Creek \$3,700.00
Old Fayette Road over Binion Creek Tributary \$150.00
Holman Church Road \$1,500.00
South Sandy Road over Big Sandy Creek \$500.00

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to award the annual bid for span-rise concrete to Hanson Pipe & Precast, the lowest bidder meeting specifications and requirements. The bids were opened October 31, 2013. Bidding firms are as follows:

Hanson Pipe & Precast
Harvey Culvert Co., Inc.

Exhibit 11-2, Page

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

Randy Smith Subdivision
A Resurvey of Lots 1 & 2

Exhibit 11-3, Page

County Engineer Bobby Hagler, presented for discussion a subdivision waiver request for Remington Lake Estates, located in the police jurisdiction of the City of Northport. Mr. Hagler stated the Engineering Department would have to recommend against this request. After further discussion, Commissioner Stan Acker requested the item be tabled at this time.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reject the crushed stone bid award to Martin Marietta Aggregates, due to their inability to comply with bid specifications, and award the bid to Vulcan Materials Co., the next lowest bidder meeting specifications and requirements.

Farrington Snipes, Director, Planning and Community Development, presented to the Commission for their review, proposals received for a drainage study in the 60th Avenue and surrounding area.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution authorizing the creation of the Tuscaloosa County Community Punishment and Corrections Authority.

Exhibit 11-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to award the bid for purchase of prescription drugs, non-prescription drugs and supplies to Contract Pharmacy Services, the lowest bidder meeting specifications and requirements. The bids were opened October 9, 2013. Bidding firms are as follows:

- Clinical Solutions
- Contract Pharmacy Services
- I.H.S. Pharmacy
- Supreme Medical (Submitted "No bid")
- Walgreen's
- Diamond Pharmacy Services

Exhibit 11-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a request for extension of a performance bond, (of one year), by the developer of Kings Ridge Subdivision, Plat No. 1-5 (District 3).

Exhibit 11-6, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve transfer of \$9,500.00 to PARA for the purpose of improvements to Northside High School Baseball Field.

Exhibit 11-7, Page

Commissioner Jerry Tingle's motion to restore overtime for Tuscaloosa County Public Works Department, at the same amount in the 2013 budget year, failed for lack of a second.

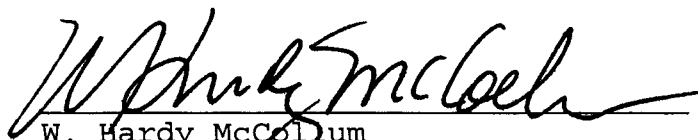
Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the research and drafting of a county-wide water participation policy.

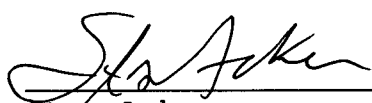
Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to request an Attorney General Opinion regarding which government; the Town of Brookwood or Tuscaloosa County, is responsible for the repair and maintenance of Daylake Road, which is located in the Town of Brookwood.

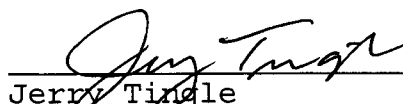
Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a settlement agreement with Ronald Foster, Developer, Oak Ridge Manor Subdivision, Phase 4 & 5. (The County will place a lien on each undeveloped lot to recover the cost of bringing the subdivision up to minimal County requirements.

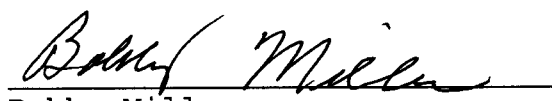
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize Farrington Snipes, Director, Planning and Community Development, to initiate the preliminary grant application process for the Johnson Road Sanitary Sewer Project.


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



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

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

Invoice number 00005
 Date 09/30/2013

Project 2012309 TUSCALOOSA COUNTY
 TRAWEEK ROAD BRIDGE OVER BINION
 CREEK REPLACEMENT

For Professional Services from September 1, 2013 through September 30, 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	9,570.00	11,570.00	2,000.00
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	9,570.00	11,570.00	2,000.00
Total	89,350.00	14,055.00	16,055.00	2,000.00

RECEIVED

OCT 11 2013

TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

Tuscaloosa County Department of Public Works
Project 2012309 TUSCALOOSA COUNTY TRAWEEK ROAD BRIDGE OVER BINION CREEK REPLACEMENT

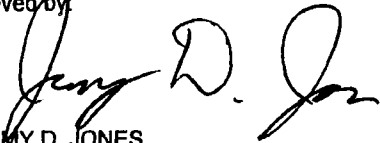
Invoice number 00005
Date 09/30/2013

Invoice total 2,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00005	09/30/2013	2,000.00	2,000.00				
	Total	2,000.00	2,000.00	0.00	0.00	0.00	0.00

Approved by



JEREMY D. JONES
Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ¼ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

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OCT 1 2013



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

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

Invoice number 00005
 Date 09/30/2013

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

For Professional Services from September 1, 2013 through September 30, 2013

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Survey				
Deign 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	9,250.00	12,950.00	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	9,250.00	12,950.00	3,700.00
Total	95,100.00	14,735.00	18,435.00	3,700.00

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TUSCALOOSA COUNTY
 PUBLIC WORKS DEPARTMENT

Tuscaloosa County Department of Public Works

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

Invoice number 00005

Date 09/30/2013

Invoice total 3,700.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00005	09/30/2013	3,700.00	3,700.00				
	Total	3,700.00	3,700.00	0.00	0.00	0.00	0.00

Approved by:



JEREMY D. JONES

Associate

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

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OCT 1 2013

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

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



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GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

September 30, 2013

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

RE: Binion Creek Tributary Bridge Replacement
Client Number 252
Invoice #11
BKI Job No. Tu.12.018-01

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

PAYMENT REQUEST NO. 11

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$19,500.00	96%	\$ 18,800.00	\$ 150.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
PROPERTY PLATS	\$2,500.00	80%	\$ 2,250.00	\$ -
GEOTECHNICAL SERVICES	\$ 17,999.00	65%	\$ 11,675.00	\$ -
	<u>\$45,499.00</u>		<u>\$ 38,225.00</u>	<u>\$ 150.00</u>

PREVIOUSLY INVOICED: \$ (38,075.00)
AMOUNT DUE: \$ 150.00

BKI INVOICE 53496
ks

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TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



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VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

September 30, 2013

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

RE: Holman Church Road Bridge Replacement
Client Number 252
Invoice #6
BKI Job No. Tu.13.013-01

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

PAYMENT REQUEST NO. 6

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$57,500.00	91%	\$ 52,500.00	\$ 1,500.00
SURVEY SERVICES	\$8,500.00	100%	\$ 8,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 22,950.00	33%	\$ 7,466.00	\$ -
	<u>\$88,950.00</u>		<u>\$ 68,466.00</u>	<u>\$ 1,500.00</u>

PREVIOUSLY INVOICED: \$ (66,966.00)
AMOUNT DUE: \$ 1,500.00

BKI INVOICE: 53503
ks

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OCT 15 2013

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT



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VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

September 30, 2013

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

RE: South Sandy Bridge Replacement
Client Number 252
Invoice #17
BKI Job No. Tu.12.010-01

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

PAYMENT REQUEST NO.17

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$65,000.00	100%	\$ 64,863.80	\$ 500.00
SURVEY SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
PROPERTY PLATS	\$2,500.00	91%	\$ 2,265.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	100%	\$ 23,750.00	\$ -
	<u>\$98,750.00</u>		<u>\$ 98,379.24</u>	<u>\$ 500.00</u>
SUPPLEMENTAL AGREEMENT				
DESIGN SERVICES	\$51,750.00	99%	\$ 51,450.00	\$ -
GEOTECHNICAL SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
			<u>\$ 64,450.00</u>	<u>\$ -</u>

PREVIOUSLY INVOICED: \$ (162,329.24)
AMOUNT DUE: \$ 500.00

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OCT 15 2013

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 53494



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Tuscaloosa County Bid Data Sheet

BID NUMBER: 20131017001

CATEGORY: CONCRETE PIPE

BID DATE: 10/17/2013

DATE SPECIFICATIONS RECEIVED: 10/17/2013

BID ITEM(S): purchase of Span - Rise Concrete Pipe for the period from November 6, 2013 through September 30, 2014

Bid authorized by County Commission: YES NO **Date Authorized:** 10/17/2013

Commission Book

Page:

Vendors Allowed 14 days

From 10/17/2013 **to** 10/31/2013

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

Problems with specifications YES NO

If yes, explain:

Number of bidders notified: 7

Number that responded: 2

Bid opened in public meeting: YES NO

If no, explain: Bid was opened in the office of the County Administrator on 10-31-13. Those present: Melvin Vines, Bill Lamb and Patricia Miller,

Bid awarded to: Hanson Pipe & Precast

Bid Amount:

Date awarded: 11/6/2013

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:

Bidders responding to bid invitation:

Hanson Pipe & Precast
Harvey Culvert Co., Inc.

BASE PRICES FOR SPAN RISE CONCRETE PIPE (per linear foot)

N/A

SIZE	Equivalent Diameter	Plain	Class 2	Class 3	Class 4
18 x 11	15	9.63		12.44	13.16
22 x 13 1/2	18	12.64		14.97	17.62
28 1/2 x 18	24	19.77		23.97	27.66
36 1/4 x 22 1/2	30		34.96	35.55	40.59
43 3/4 x 26 5/8	36		46.41	48.40	52.94
51 1/8 x 31 5/16	42		59.07	61.69	84.20
58 1/2 x 36	48		75.47	78.98	94.74
65 x 40	54		95.05	99.06	118.14
73 x 45	60		110.59	116.71	137.71
88 x 54	72		161.36	174.13	195.37
102 x 62	84		216.66	232.88	273.31

+ 28%

-10%

~~15%~~

BILLY CURTIS

205-758-8671

HANSON PIPE & PRECAST

3101 35TH STREET

TUSCALOOSA, AL. 35403

Billy Curtis

Oct. 28, 2013

READ CAREFULLY

BID FOR SPAN RISE 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 updating 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 as follows: October 1, 2012 through September 30, 2013.

NOTE: BID MAY BE EXTENDED FOR A PERIOD MUTUALLY AGREED UPON BY TUSCALOOSA COUNTY AND SUCCESSFUL BIDDER

SEE ATTACHED *WME*

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

WME

% Discount SEE ATTACHED

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 24th day of October 2013.

[Signature]

MY COMMISSION EXPIRES FEB. 28, 2016

Notary Public

FIRM HANSON PIPE & PRECAST, INC.

BY *[Signature]*
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 Oct 28, 2013

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Hanson Pipe & Precast, as Principal;
and Liberty Mutual Insurance 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 Total Bid Amount Dollars (\$5% of TBA) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Project: Purchase of Span - Rise Concrete Pipe for the period from 11/6/2013 to 9/30/2014, Bid No. 20131017001

Location: Tuscaloosa, AL

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 and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the Contract 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 and submit the insurance certifications of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects 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 31st day of October, 2013, the name and corporate representative, pursuant to authority of its governing body.

WITNESS:

PRINCIPAL:

Hanson Pipe & Precast (SEAL)

By: Bruce Carter
Title: Sales

Address: 3101 35th St.
Tuscaloosa, AL

SURETY:

Liberty Mutual Insurance Company (SEAL)

175 Berkeley Street

(Business Address)

Boston, MA 02116

ATTEST:

Terri L. Morrison

By: Terri L. Morrison

Title: Terri L. Morrison, Attorney-in-Fact
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.

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.

Certificate No. 6211399

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American 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 New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, Gina A. Rodriguez, Mary Pena, Melissa Haddick, Sandra Parker, Tannis Mattison, Terri L. Morrison

all of the city of Houston, state of TX 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 18th day of July, 2013.

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

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



STATE OF WASHINGTON ss
COUNTY OF KING

On this 18th day of July, 2013, 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, 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, and West American 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.

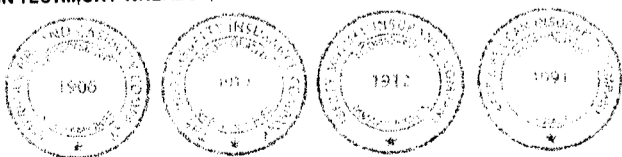
Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety 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, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 31st day of October, 2013.

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



Not valid for mortgage, note, loan, letter of credit, 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.

READ CAREFULLY

BID FOR SPAN-RISE 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 applicable requirements of 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. Tuscaloosa County reserves the right to accept or reject all bids or any portion thereof based upon the best benefit to the County.

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 as follows: November 6, 2013 through September 30, 2014.

NOTE: BID MAY BE EXTENDED FOR A PERIOD MUTUALLY AGREED UPON BY TUSCALOOSA COUNTY AND SUCCESSFUL BIDDER

The pipe will be furnished for the period listed with 0 % discount applying to the base prices attached to be delivered F.O.B. jobsite or county maintenance camps countywide. If base prices are not used in accordance with above instructions "YOUR BID WILL NOT BE CONSIDERED".

% Discount 0

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 25th day of Oct 2013.

Jenny Harney
Notary Public 5845-15

FIRM Harney Culvert Co, Inc
Name

BY Mattie Harney
Signatures Acceptable in Ink Only

MAILING ADDRESS P.O. Box 259

CITY & STATE Cleveland, AL 35049

PHONE NO 205/274-0554

TERMS Net 30

DATE 10/30/13

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.

BASE PRICES FOR SPAN - RISE CONCRETE PIPE (per linear foot)

SIZE			
Span (in.) x Rise (in.)	Equivalent Diameter	Class 3	Class 4
18 x 11	15	NB	NB
22 x 13 1/2	18	18.64	24.74
28 1/2 x 18	24	29.85	39.64
36 1/4 x 22 1/2	30	42.54	56.64
43 3/4 x 26 5/8	36	61.66	81.88
51 1/8 x 31 5/16	42	NB	NB
58 1/2 x 36	48	100.60	133.61
65 x 40	54	No Bed	
73 x 45	60		
88 x 54	72		
102 x 62	84		

Net Prices in truck
load quantities

Thank
Jimmy

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

≡ CADENCE

BANK

AGENT FOR MONEYGRAM

REMITTER: HARVEY CULVERT COMPANY INC

↑↑↑↑↑↑↑↑↑↑
PAY 500.00
ONLY FIVE ZERO ZERO CTSCTS

\$500.00

Official Check

1563482

Date: 10/25/13

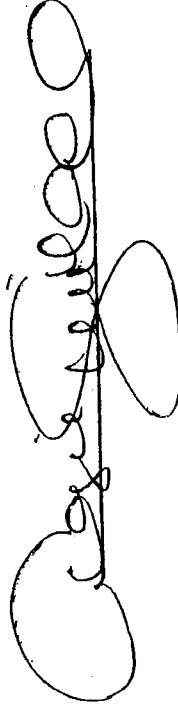
BRANCH 6250

98-541
920

PAY Five Hundred and 00/100ths Dollars
TO THE TUSCALOOSSE COUNTY COMMISSION
ORDER OF

MEMO:

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476 MINNEAPOLIS MN 55480
DRAWEE: FIRST INTERSTATE BANK, HELENA, MT.



⑈0001563482⑈ ⑆09200541⑆0150010592906⑈

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

RANDY SMITH SUBDIVISION

A RESURVEY OF LOTS 1 & 2

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

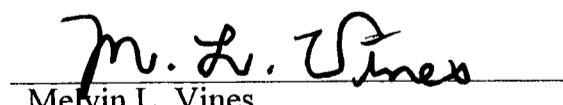
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

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 6th day of November, 2013



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

A RESOLUTION AUTHORIZING THE CREATION OF THE
TUSCALOOSA COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS
AUTHORITY

WHEREAS, the Commission recognizes a need within Tuscaloosa County to develop and support a Community Punishment and Corrections Program; and

WHEREAS, the Commission recognizes that the County has maintained, at great expense, inmates in the Tuscaloosa County Jail who could otherwise be safely monitored in the community; and

WHEREAS, the Commission has for many years supported the efforts of community corrections through staffing an office for that purpose, but now seeks to involve the wider community in the development of additional programs and services, including the application for grants from private foundations; and

WHEREAS, an Application has been presented to the Commission in accordance with the provisions of title 15, chapter 18 of the *Code of Alabama* (1975), as amended ("Alabama Community Punishment and Corrections Act").


NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Commission as follows:

The Tuscaloosa County Commission approves the application for and the obtaining of the Certificate of Incorporation of Tuscaloosa County Community Punishment and Corrections Authority. The Tuscaloosa County Commission further finds that it is wise, expedient and necessary that the proposed Authority be established in Tuscaloosa County, and approves the filing of record the Certificate of Incorporation in accordance with the provisions of Section 15-18-179 of the Code of Alabama (1975).

ADOPTED this the 6th day of November, 2013.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator

BYLAWS
OF
TUSCALOOSA COUNTY COMMUNITY PUNISHMENT
AND CORRECTIONS AUTHORITY

SECTION 1. NAME

The name of the corporation is Tuscaloosa County Community Punishment and Corrections Authority (the "Corporation").

SECTION 2. PRINCIPAL OFFICE

The address of the principal office of the Corporation is Room G78, 714 Greensboro Avenue, Tuscaloosa, Alabama 35401.

SECTION 3. MEMBERS

Section 3.1 Annual Meeting

The annual meeting of the members of the Corporation shall be held on the second Tuesday of the third month following the end of the Corporation's fiscal year, if not a legal holiday, and if a legal holiday, then on the next day following, or such other date as may be prescribed by the board of directors, for the purposes of electing directors, considering and acting upon the reports of officers and directors, and transacting such other business as may come before the meeting.

Section 3.2 Special Meetings

Special meetings of the members may be held at any time whenever called by the president or a majority of the board of directors.

Section 3.3 Notice

Written notice of all meetings shall be given to each member at its address as it appears on the books of the Corporation, or by electronic means to the emails address as it appears on the books of the Corporation. Notices shall specify the purpose, place, day, and hour of the meeting. Notice shall be given not less than three nor more than 50 days before the meeting.

Section 3.4 Waiver

Any member may waive notice of any meeting of the members by a written waiver of notice signed on behalf of such member before, at, or after such meeting.

Section 3.5 Voting by Members

At any meeting of the members, the members shall vote as specified in the Certificate of Formation.

Section 3.6 Quorum

For the transaction of business at any meeting of the members, more than 50% of the votes entitled to vote thereat must be represented either in person or by electronic means such as by telephone or via teleconference, except as otherwise provided by law. If, however, such majority shall not be present at any meeting of the members, the members present shall have the power to adjourn the meeting without notice, other than announcement at the meeting, until the requisite number of votes shall be present. If the requisite number of votes shall become represented at such adjourned meeting, any business may then be transacted which might have been transacted at the meeting as originally called.

Section 3.7 Voting

All questions and elections shall be determined by a majority vote of the votes present at any meeting, except as otherwise provided by law. Only members whose names appear on the books of the Corporation on the date of which notice of the meeting is given shall be entitled to vote at such meeting, unless some other day is fixed by the board of directors for the determination of members of record. Such date shall be not less than 10 days nor more than 50 days before the meeting.

Section 3.8 Place

The board of directors may designate any place either within or without the State of Alabama as the place of meeting for any annual or special meeting of the members. In the absence of any designation, all meetings shall be held at the principal office of the Corporation.

Section 3.9 Consent

Any action which may be taken by the members at a meeting may be taken without a meeting if a written consent setting forth the action so taken is signed on behalf of all of the members. Such consent shall have the effect of a unanimous vote, and the signature on behalf of a member thereon shall constitute a waiver of notice under Section 3.4.

Section 3.10 Voting Record

At least three days before each meeting of the members, the secretary shall make a complete list of the members entitled to vote at such meeting. Such list shall be prepared in alphabetical order and shall show the address and number of votes held by each member. The list shall be kept on file at the principal office of the Corporation and shall be subject to inspection at any time during normal business hours by any member making written request therefor. The list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any member during the meeting.

SECTION 4. BOARD OF DIRECTORS

Section 4.1 Number and Term

The initial board shall consist of the persons named in the Certificate of Formation who shall serve until the appointment of the persons appointed to the board as set forth in Section 4.2 below. Thereafter, the board of directors of the Corporation shall be the number of individuals determined in accordance with Section 4.2, but in no event shall there be less than five directors. Except as provided below, each director shall serve on the board of directors for a three year period, unless terminated earlier by his death, resignation, removal, or disability. However, in accordance with Alabama law, in no event shall a director serve more than six years. Each director shall continue in office until his successor has been duly appointed as provided in these bylaws or the certificate of formation.

For purposes of the initial board appointments, some members of the board shall be appointed for a one-year term; other members shall be appointed for a two-year term; and the remaining members for a three-year term, each as indicated below in parenthesis after the designating entity's name. Thereafter, board members shall serve staggered terms of three years. In the event of a vacancy, the vacancy shall be filled for the balance of the unexpired term in the same manner as the original appointment. Subject to the six year term limitation discussed above, any board member may be reappointed to serve in the same manner as the original appointment.

Section 4.2 Appointment

The board of directors of the Corporation shall consist of the persons from time to time appointed to the following positions:

- (a) Designee of Tuscaloosa County (3 year initial term);
- (b) Community representative by county appointment by nomination of the Judges of the Sixth Judicial Circuit of Alabama (3 year initial term);
- (c) County appointment by nomination of The University of Alabama (3 year initial term);
- (d) County appointment by nomination of the Tuscaloosa County Bar Association who shall be an attorney whose primary practice is criminal defense (2 year initial term);
- (e) County appointment by nomination of Chamber of Commerce of West Alabama, Inc. (1 year initial term);
- (f) Designee of the City of Tuscaloosa (3 year initial term);
- (g) Designee of the City of Tuscaloosa Municipal Court (2 year initial term);
- (h) Designee of the District Attorney of the Sixth Judicial Circuit (2 year initial term);

- (i) Designee of the Sheriff of Tuscaloosa County (2 year initial term);
- (j) Designee of Tuscaloosa Interdenominational Ministerial Alliance (1 year initial term);
- (k) Designee of Indian Rivers Mental Health Center (2 year initial term);
- (l) Designee of Shelton State Community College (1 year initial term);
- (m) Designee of Community Service Programs of West Alabama (2 year initial term);
- (n) Designee of the City of Tuscaloosa Housing Authority (1 year initial term);
- (o) Designee of the City of Northport (3 year initial term);
- (p) Designee of Stillman College (3 year initial term); and
- (q) At large member designated by the Tuscaloosa County Community Punishment and Corrections Authority Board (1 year initial term).

Section 4.3 Removal

A director may be removed by the members of the Corporation as provided in the Certificate of Formation. A director may be removed by the members of the Corporation if the director misses six (6) consecutive meetings or may be removed by the Corporation based on a unanimous vote of the members of the Corporation. In such a case, the members of the Corporation shall appoint a replacement until the person removed as provided by the preceding sentence is replaced by the appropriate designating agency.

Section 4.4 Compensation

Members of the board of directors shall receive no compensation for their services, but they shall be entitled to reimbursement for their actual and reasonable expenses incurred in the performance of their official duties. Notwithstanding the foregoing, directors shall not be reimbursed for the expense of travel to and from meetings of the board of directors nor shall any expense be reimbursed unless approved in advance by resolution of the board of directors. Notwithstanding the foregoing, the board of directors may, at its discretion, contract for and pay a director rendering unusual or special services to the Corporation special compensation appropriate to the value of such service.

Section 4.5 Meetings

Meetings of the board of directors shall be held at such places and times as may be determined by a majority of the board. Special meetings of the board of directors may be held at such place as may be designated by a majority of the board (or in the absence of such designation, at the location where regular meetings have most recently been held) and at any time upon the call of the president or a majority of the board members. Regular meetings of the

board shall be held at such times and places as shall from time to time be determined by the board.

Section 4.6 Notice

Notice of a special meeting of the board of directors shall be given at least three days in advance to each director, specifying the place, day, and hour of such meeting. Notice may be made in any reasonable manner, including by telephone.

Section 4.7 Waiver

Any director may waive notice of any meeting of the board of directors by written notice signed by such director before, at, or after such meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting.

Section 4.8 Quorum

A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the board of directors. If less than a majority of the directors is represented at a meeting, a majority of the directors present may adjourn the meeting without further notice.

Section 4.9 Voting

A quorum being present, all questions and elections shall be determined by a majority vote of the directors in attendance at any meeting, except as may otherwise be provided by law, the Certificate of Formation, or these bylaws.

Section 4.10 Consent

Any action which may be taken by the board of directors or a committee of directors at a meeting may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by all of the directors. Such consent shall have the effect of a unanimous vote, and the signature of a director thereon shall constitute a waiver of notice under Section 4.7.

Section 4.11 Proxy Voting

No member of the board may be counted as present by proxy nor may any member of the board vote by proxy at any meeting or on any question before the board of directors.

SECTION 5. ADVISORY COMMITTEES AND BOARDS

Section 5.1 Membership

The board of directors may establish such committees and boards as it deems necessary for study, investigative, development, and advisory purposes. The president shall appoint the persons to serve on such committees and boards. Membership on such committees and boards may be comprised of members or non-members of the board of directors.

Section 5.2 Term of Office

Each member of a committee or board created under this Section 5 shall continue until discharged of assigned responsibilities, until the next annual meeting of the board of directors, or until his successor is appointed.

Section 5.3 Chair

One member of each committee established under Section 5.1 shall be appointed chair of such committee by the president.

Section 5.4 Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5.5 Quorum

A majority of the members of a given committee or board is not necessary to constitute a quorum.

Section 5.6 Rules

Each committee or board created under this Section 5 may adopt rules for its own government but not inconsistent with these bylaws or any rules adopted by the board of directors.

SECTION 6. OFFICERS

Section 6.1 General

The board of directors shall elect a president, a vice-president, and a secretary/treasurer, as officers of the Corporation. The board of directors may also elect such other officers as the board may determine are necessary or convenient. Each officer shall serve a one-year term unless terminated earlier by death, resignation, removal, or disability. Each officer shall be eligible to succeed himself. The board of directors may remove any officer, with or without cause, at any meeting of the board of directors. The board of directors may also elect or hire administrative officers, including an executive director.

Section 6.2 Duties

Each officer shall have the duties usual and customary to his office or as hereafter set by resolution of the board of directors, including, but not limited to, the following:

(a) *President*: The president shall also serve as chair of the Corporation. He shall preside at all meetings of the board of directors and shall have the general supervision and management of the business of the Corporation. The president shall see that all orders and resolutions are carried into effect. The president shall have authority to execute instruments and documents on behalf of the Corporation in the ordinary course of business.

(b) *Vice-President*: The vice-president shall perform those duties assigned to him by the board of directors and shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. However, the vice-president shall not have the power to execute instruments and documents on behalf of the Corporation, except upon resolution of the board of directors.

(c) *Secretary/Treasurer*: The secretary/treasurer shall attend all meetings of the board of directors and shall record all votes and minutes of all meetings in a book to be kept for that purpose. He shall give notice of meetings of the board of directors to the directors as provided in these bylaws or as required by law. He shall be custodian of the corporate seal of the Corporation and may affix the corporate seal to any instrument requiring it, attesting the same by his signature. He shall have custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The secretary/treasurer shall deposit all monies and all valuable effects in the name of the Corporation in such depositories as may be designated by the board of directors, except such petty cash funds as may be provided by the board of directors. Such funds so deposited shall be subject to withdrawal on checks signed by such persons as the board of directors may designate by resolution. The secretary/treasurer shall oversee all fiscal operations of the Corporation.

Section 6.3 Compensation

Officers of the Corporation shall receive no compensation for their services, but they shall be entitled to reimbursement for their actual and reasonable expenses incurred in the performance of their official duties. Notwithstanding the foregoing, officers of the Corporation shall not be reimbursed for the expense of travel to and from the Corporation's place of business, or any meetings among the officers, members of the executive committee, members of any advisory board, or meetings of the board of directors. No expense shall be reimbursed unless approved in advance by resolution of the board of directors. Notwithstanding the foregoing, the board of directors may, at its discretion, contract for and pay an officer rendering unusual or special services to the Corporation special compensation appropriate to the value of such service.

SECTION 7. AMENDMENTS

These bylaws may be amended or repealed and the new bylaws may be adopted by a majority vote of the members of the board of directors at any meeting of the board of directors except that any provision in these bylaws requiring a greater than majority vote shall require the same proportion for amendment thereto.

SECTION 8. INDEMNIFICATION

Section 8.1 Standards for Indemnification

The Corporation shall indemnify, defend, and hold harmless any director or officer (and any former director or officer) made a party to any lawsuit, administrative hearing or proceeding, criminal trial, mediation, arbitration, or other adversarial process because he is or was a director or officer of the Corporation, from and against any liability, loss, expense, or other expenditure incurred with respect to such proceeding if:

- (a) the individual conducted himself in good faith; and
- (b) the individual reasonably believed,
 - i. in the case of conduct in his official capacity as a director or officer of the Corporation, that the conduct was in the Corporation's best interests; and
 - ii. in all other cases, that the conduct was at least not opposed to the Corporation's best interests; and
- (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section 8.1.

Irrespective of anything else to the contrary in these bylaws, the Corporation shall not indemnify any person in connection with a proceeding by or in the name of the Corporation in which the director or officer was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in his official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by him.

Section 8.2 Mandatory Indemnification

The Corporation shall indemnify any director or officer (or any former director or officer) who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue, or matter in such proceeding, where he was a party because he is or was a director of the Corporation, against reasonable expenses incurred in connection therewith, notwithstanding that he was not successful on any other claim, issue, or matter in any such proceeding.

SECTION 9. INSURANCE

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was an officer, director, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these bylaws.

The Corporation shall also have the power to purchase and maintain insurance on its own behalf, insuring the Corporation against all losses, liabilities, and other expenditures resulting from the action (or inaction) of any director or officer, former director or officer, employee, or agent of the Corporation.

SECTION 10. ADMINISTRATIVE MATTERS

The following rules shall govern the handling of the property and fiscal affairs of the Corporation:

Section 10.1 Fiduciary Bond

Any person who is authorized to receive funds on behalf of the Corporation in any amount, and any person who is authorized to sign checks or disburse any funds on behalf of the Corporation, including but not limited to investments, shall be bonded by a fiduciary bond.

Section 10.2 Real Property and Long Term Debts

Real property owned by the Corporation may be conveyed and long-term capital indebtedness may be incurred by the Corporation only upon resolution passed by the board of directors.

Section 10.3 Real Property

Legal instruments relating to real property shall be executed by the Corporation by the signature of the president or vice president in the name of the Corporation. The secretary shall attest to such signatures.

Section 10.4 Contracts

The board of directors, except as otherwise provided in these bylaws, may authorize an officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or render it liable pecuniarily for any purpose or to any amount.

Section 10.5 Checks and Drafts

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

Section 10.6 Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may elect.

Section 10.7 Gifts

The board of directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Corporation.

Section 10.8 Investments

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner and to invest and reinvest any funds held by it, according to the judgment of the board of directors, without being restricted to the class of investments which a director is or may hereafter be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under section 503 or section 504 of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

SECTION 11. QUALITY OF SERVICES

The Board and its officers, agents, and employees will meet or exceed all obligations imposed by rule or regulation as may exist or hereinafter be enacted by the Alabama Legislature, the Alabama Department of Mental Health, the Alabama Department of Corrections, the Alabama Administrative Offices of the Courts, or Federal Regulation relating to the provision of services or referrals to the clients of community corrections.

SECTION 12. OTHER

All personal pronouns used in this document shall include all genders, whether used in the masculine, feminine, or neutral gender. Singular nouns and pronouns shall include the plural, as may be appropriate, and *vice versa*.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

Dated this the _____ day of _____, 2013.

President

Secretary

THIS INSTRUMENT PREPARED BY:

Blake A. Madison

ROSEN HARWOOD, P.A.

2200 Jack Warner Parkway, Suite 200

Tuscaloosa, Alabama 35401

Telephone: (205) 344-5000

Facsimile: (205) 758-8358

www.RosenHarwood.com

www.rosenharwood.com

STATE OF ALABAMA §
 § SS.
TUSCALOOSA COUNTY §

CERTIFICATE OF FORMATION
OF
TUSCALOOSA COUNTY COMMUNITY PUNISHMENT
AND CORRECTIONS AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS,

That I, the undersigned incorporator, for the purpose of forming a public nonprofit corporation pursuant to the provisions of Section 15-18-170, *et seq.* of the *Code of Alabama* (1975), as amended (the “Alabama Community Punishment and Corrections Act”), do hereby execute and deliver this Certificate of Formation.

ARTICLE 1. INCORPORATOR

The name and address of the incorporator, who is a qualified elector of the county, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert M. Spence	2200 Jack Warner Parkway, Suite 200 Tuscaloosa, Alabama 35401

ARTICLE 2. NAME OF CORPORATION

The name of the corporation shall be Tuscaloosa County Community Punishment and Corrections Authority.

ARTICLE 3. DURATION

The duration of the corporation shall be perpetual unless the corporation is dissolved by law or otherwise terminated.

ARTICLE 4. INITIAL MEMBER

The initial member of the corporation shall be Tuscaloosa County, Alabama, located at 714 Greensboro Avenue, Tuscaloosa, Alabama 35401. Tuscaloosa County adopted an authorizing resolution on _____, 2013 approving the formation of the corporation.

ARTICLE 5. REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation shall be 714 Greensboro Avenue, Room G78, Tuscaloosa, Alabama 35401, and the initial registered agent at such address shall be Melvin Vines, County Administrator, Tuscaloosa County, Alabama.

ARTICLE 6. TYPE OF ENTITY

The corporation shall be a nonprofit corporation formed pursuant to the provisions of Section 10A-3-1.01, *et seq.*, of the *Code of Alabama* (1975), as amended (the "Alabama Nonprofit Corporation Law"), and pursuant to the provisions of the Alabama Community Punishment and Corrections Act.

ARTICLE 7. DIRECTORS

SECTION 7.1 Initial Directors

The initial board of directors shall consist of seventeen directors, and successor board of directors shall be composed of an odd number but not less than five directors, as from time to time designated in the bylaws. The names and addresses of the persons who are to serve as the initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Tripp Powell Designee of Tuscaloosa County	1601 17 th Street Tuscaloosa, Alabama 35401
Dr. Barry Mason County Appointment by Nomination of Judges of the Sixth Judicial Circuit of Alabama	Box 870223 Tuscaloosa, Alabama 35487
Dr. Tim Hebson County Appointment by Nomination of The University of Alabama	Post Office Box 870116 Tuscaloosa, Alabama 35487
Joseph Van Heest County Appointment by Nomination of Tuscaloosa County Bar Association	714 Greensboro Avenue, Ste 519 Tuscaloosa, Alabama 35401
Jordan Plaster County Appointment by Nomination of Chamber of Commerce of West Alabama, Inc.	601 Towncenter Boulevard Tuscaloosa, Alabama 35406
Glenda D. Bumpus Designee of City of Tuscaloosa	Post Office Box 2089 Tuscaloosa, Alabama 35403

NAME

ADDRESS

Sheldon Rosenzweig
Designee of Tuscaloosa Municipal Court

Post Office Box 2312
Tuscaloosa, Alabama 35403

Lt. Eric Bailey
Designee of Sheriff of Tuscaloosa County

1600 26th Avenue
Tuscaloosa, Alabama 35401

Leander Jones
Designee of Tuscaloosa Interdenominational
Ministerial Alliance

5503 Jasmine Point Drive
Northport, Alabama 35473

Connie Robbins
Designee of Indian Rivers Mental Health Center

2209 9th Street
Tuscaloosa, Alabama 35401

Chris Hargett
Designee of the District Attorney of the Sixth Judicial
Circuit of Alabama

12274 Cherokee Drive
Northport, Alabama 35475

Dr. Tommy Taylor
Designee of Shelton State Community College

9500 Old Greensboro Road
Tuscaloosa, Alabama 35405

Cynthia W. Burton
Designee of Community Service Programs of West
Alabama

601 Black Bears Way
Tuscaloosa, Alabama 35401

Olesia Southall
Designee of City of Tuscaloosa Housing Authority

2117 Jack Warner Parkway #3
Tuscaloosa, Alabama 35401

Scott Collins
Designee of City of Northport

3500 McFarland Boulevard
Northport, Alabama 35476

Designee of Stillman College

_____, Alabama 35____

At-Large Member Designated By the Tuscaloosa
County Community Punishment and Corrections
Authority Board

_____, Alabama 35____

The initial directors shall serve as such for so long thereafter as they remain appointed as designee of the respective entities described above or until their successors are duly elected or appointed in the manner and for the terms provided in the bylaws, but in no circumstance may they serve longer than six years.

SECTION 7.2 Removal

A director may be removed as provided in the bylaws. The board of directors may, immediately upon such removal, elect a successor to fill such removed director's unexpired term until the responsible entity designates a new director.

ARTICLE 8. DEFINITION OF "CODE"

"Code" as used herein is defined as the Internal Revenue Code of 1986, as from time to time amended or recodified, including any regulations promulgated thereunder. References to the Code and the provisions thereof shall be deemed to include references to the like provisions of any future revenue laws of the United States of America.

ARTICLE 9. PURPOSES AND POWERS

SECTION 9.1 Purposes and Powers

Whereas there are many individuals convicted of criminal offenses who are in need of education and rehabilitation in the form of alternative sentences, training in work and basic life skills, and reintroduction as members of a productive society, the purposes of the corporation are as follows:

- (a). The general purpose of the corporation is to promote accountability of non-violent criminal offenders to their local community by educating and rehabilitating them to enable them to make direct financial restitution to victims of their crimes and provide community service to local governments and community agencies representing the community.
- (b). The corporation shall provide a safe, cost-efficient, community punishment and correctional program which provides punishments through the development of a range of sanctions and community services available for the judge at sentencing as an alternative of imprisonment.
- (c). The corporation shall assist to reduce the number of offenders committed to correctional institutions and jails by providing punishment of such offenders in alternative punishment settings.
- (d). The corporation shall provide opportunities for offenders demonstrating special needs to receive services that enhance their abilities to provide for their families and become contributing members of their community through education and training.
- (e). The corporation shall encourage the involvement of local officials and leading citizens in their local education system and the local punishment and correctional system.

(f). Subject to the foregoing paragraphs,

(i). The corporation shall be an organization all of the property of which, real and personal, shall be used exclusively for purely charitable purposes, as such term is used in Section 40-9-1(1) of the *Code of Alabama* (1975), as amended.

(ii). The corporation shall be an organization which is a recognized charitable institution not operated for profit, and contributions to which are allowed as deductions for federal income tax purposes under Code section 170, as such terms are used in Section 40-18-15(a)(10) of the *Code of Alabama* (1975), as amended.

(iii). The corporation shall be an organization not organized for profit and exempt from federal income tax under Code section 501(c)(3), as such terms are used in Section 40-18-32(a)(ii) of the *Code of Alabama* (1975), as amended.

(iv). The corporation shall be an organization organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the education and rehabilitation of individual criminal offenders.

(g). The following restrictions shall apply to the corporation at any time the corporation is a private foundation under Code section 509:

(i). The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Code section 4942.

(ii). The corporation shall not engage in any act of self-dealing as such is defined in Code section 4941(d).

(iii). The corporation shall not retain any excess business holdings as such are defined in Code section 4943(c).

(iv). The corporation shall not make any investments in such manner as to subject it to tax under Code section 4944.

(v). The corporation shall not make any taxable expenditures, as such are defined in Code section 4945(d).

SECTION 9.2 Certain Prohibited Activities

Notwithstanding any other provision of this Certificate, the corporation shall not engage in any activities that are not permitted to be carried on by a corporation exempt from federal income tax under Code section 501(c)(3) or by a corporation contributions to which are deductible under Code section 170(c)(2).

Notwithstanding any other provision hereof, no part of the net earnings of the corporation shall inure to the benefit of or be distributed to its officers, directors, or any other persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE 10. MEMBERS

The governing body of each member shall vote or otherwise exercise the rights of each as a member. Moreover, the governing body of any member may designate any one or more persons, who may or may not be members of the governing body of that member, to represent that member in all matters as to which the member has a right or a vote.

ARTICLE 11. VOTING

Except as otherwise provided in the bylaws with respect to the election of directors, at any meetings of the members of the corporation, the members of record shall be entitled to one vote for each member on all decisions to be made at such meetings.

ARTICLE 12. MANAGEMENT

The business and affairs of the corporation shall be managed and conducted by the board of directors in accordance with the bylaws of the corporation. Bylaws shall be adopted by and may be amended by the board of directors.

ARTICLE 13. DISSOLUTION

Upon the dissolution of the corporation, and after payment of all its liabilities, all its remaining assets shall be distributed for one or more exempt purposes within the meaning of Code section 501(c)(3), or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Circuit Court of Tuscaloosa County, Alabama, or the Circuit Court of the county in which the principal office of the corporation is then located if not in Tuscaloosa County, exclusively for such purposes or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 14. AMENDMENTS

In no event may any amendment to this Certificate be made that would authorize the board of directors to conduct the affairs of the corporation contrary to the provisions of Code section 501(c)(3), or that would adversely affect the corporation's qualification as an

organization exempt from federal income tax under Code section 501(c)(3) and Code section 170(c)(1). The Certificate may be amended by majority vote of the entire board of directors, without consent or approval of the members.

IN WITNESS WHEREOF, I, the said incorporator, have hereunto set my hand on this the ____ day of _____, 2013.

Robert M. Spence
Incorporator

STATE OF ALABAMA §
 § ss.
TUSCALOOSA COUNTY §

Subscribed, sworn to, and acknowledged before me by Robert M. Spence this ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Blake A. Madison
ROSEN HARWOOD, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401
Telephone: (205) 344-5000
Facsimile: (205) 758-8358
www.rosenharwood.com

Tuscaloosa County Bid Data Sheet

BID NUMBER: 20130913001

CATEGORY: PHARMACEUTICALS

BID DATE: 9/13/2013

DATE SPECIFICATIONS RECEIVED: 9/10/2013

BID ITEM(S): purchase of prescription drugs, non-prescription drugs and supplies

Bid authorized by County Commission: YES NO **Date Authorized:** 9/10/2013

Commission Book

Page:

Vendors Allowed 26 days

From 9/13/2013 **to** 10/9/2013

Specifications compiled by: Tuscaloosa County Sheriff's Office Chief Deputy Ron Abernathy (205) 752-0616

Problems with specifications YES NO

If yes, explain:

Number of bidders notified: 33

Number that responded: 6

Bid opened in public meeting: YES NO

If no, explain: Bids were opened in the office of the County Administrator. Those present: Melvin Vines, Bill Lamb, Chief Deputy Ron Abernathy, Chief Eric Bailey and Patricia Miller.

Bid awarded to: Contract Pharmacy Services

Bid Amount:

Date awarded: 11/6/2013

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: RFP for Correct Care Solutions, LLC was returned on 9-17-13, forwarding time expired, return to sender. Bid remailed to new address on 9-17-13. Supreme Medical submitted a No-Bid.

Bidders responding to bid invitation:

- Clinical Solutions
- Contract Pharmacy Services
- I.H.S. Pharmacy
- Supreme Medical
- Walgreen's
- Diamond Pharmacy Services

VENDOR INFORMATION SHEET

1. **Company Name:** Clinical Solutions Pharmacy

LIST OF REFERENCES

A. Account Name	Knox County Detention Facility & Jail
Address	5001 Maioneville RD
City / State / Zip	Knoxville / TN / 37918
Contact Person / Title	Rodney Bivens, Chief of Corrections
Phone	865-215-2484
Years Serving this Account	5 years
Approximate Annual Dollar Volume	\$600,000.00
Comments:	CSP provides fully automated packaging services to Knox County Detention Facility, which includes a comprehensive electronic health record with automated storage units. Working with CSP, Knox County realized more than \$100,000 in annual savings.

B. Account Name	Williamson County Jail
Address	408 Century Court
City / State / Zip	Franklin / TN / 37064
Contact Person / Title	Capt. Mike Dobbins
Phone	615-790-5572
Years Serving this Account	6 years
Approximate Annual Dollar Volume	\$100,000.00
Comments:	CSP was privileged to work with Williamson County (WC) to install one of the first automated storage units in the U.S. in 2007 and continues to work with WC to this day. In addition, implementing our Discern method of formulary management resulted in an annual pharmaceutical cost savings of 70%.

C. Account Name	Alameda Justice Center
Address	2500 Fairmont Drive
City / State / Zip	San Leandro / CA / 94578
Contact Person / Title	Shanta Ramdeholl, President of Health Services
Phone	510-667-4931
Years Serving this Account	3 years
Approximate Annual Dollar Volume	\$240,000.00
Comments:	CSP provides fully automated packaging services to the Alameda Justice Center, which includes automated storage units. Working with CSP, Alameda realized more than \$250,000 in annual savings.

D. Account Name	Morgan County Jail
Address	302 Lee Street
City / State / Zip	Decatur / AL / 35602

Cost Proposal A

Tuscaloosa County Sheriff's Office Pricing Sheet

Prescription, Non-Prescription Drugs and Supplies

Bid / Proposal Pricing Sheet

BOTH BID PRICING SHEETS MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE

Due Prior to: 9:00 a.m. on Wednesday, October 9, 2013.

1. Prescription AWP (vendor's price list) cost plus fee: Brand's: AWP - 15% | Generics: AWP - 80% |
2. Wholesale catalog used for this bid: Gold Standard |
3. Non-Prescription drugs and supplies for emergency kits, floor
stock, etc. (wholesale vendor's price list) Cost-plus: Cost + 14% |
4. Wholesale catalog used for this bid: Smith Drug Acquisition File |
5. Medical Supplies (wholesale vendor's price list): Costs + 14% |
6. Wholesale catalog used for this bid: Smith Drug Acquisition File |
7. Administrative Fee: 0% or \$0 |
8. Delivery Fee: 0% or \$0 |
9. After Hours Fee: 0% or \$0 |
10. Do these fees include consultation? Yes |

NOTE:

Any special pricing during the proposal period will be taken advantage of by the Tuscaloosa County Sheriff's Office even though such prices may exceed the established discount levels.

VENDOR INFORMATION SHEET

1. Company Name: Contract Pharmacy Services, Inc.

LIST OF REFERENCES

A. Brazos County Detention Center

1835 Sandy Point Rd.

Bryan, Texas 77807

Kathryn Wright / Health Services Administrator (979) 361-4800\

B. Caddo Parish Correctional Center

1101 Forum Dr.

Shreveport, Louisiana 71107

Sheila Wright / Health Services Administrator (318) 677-5254

C. Cobb County Detention Center

1825 County Service Pkwy.

Marietta, Georgia 30008

David Howell / Health Services Administrator (678) 355-7068

2. Other services offered: _____

Correctional pharmacy services, including eCorrRx prescribing technology, as part of services. All ancillary services, reports, pharmacy and therapeutic visits, and inspections are inclusive of the pharmacy services offered by Contract Pharmacy Services.

BOTH PAGES OF THE BID PRICING SHEET MUST BE SUBMITTED TO BE CONSIDERED A COMPLETE BID

Scott D. Steres

Name (Please Type)

National Sales Manager

Title (Please Type)

By: _____

Authorized Signature

Street Address: 125 Titus Avenue

City / State / Zip: Warrington, Pennsylvania 18976

Date: October 9, 2013

Phone: (800) 555-8062

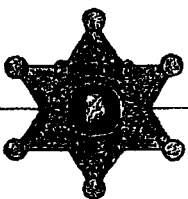


TUSCALOOSA COUNTY SHERIFF'S OFFICE
Prescription, Non-Prescription Drugs and Supplies
Bid / Proposal Pricing Sheet
Contract Pharmacy Services, Inc.

**BID PRICING SHEET MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE
FILL IN THE BOXES WITH THE REQUESTED INFORMATION ONLY.**

Due Prior to: October 9, 2013

1. Prescription Name Brand AWP (vendor's price list) cost %: - 22%
 2. Prescription Generic Cost Plus (from Acquisition Cost) cost : + \$1.45 dispensing fee
 3. Non-Prescription Name Brand AWP (vendor's price list) cost %: - 22%
 4. Non-Prescription Generic Cost Plus (from Acquisition Cost) cost : + \$1.45 dispensing fee
 5. Wholesale catalog used for this bid: Amerisource Bergen
-



VENDOR INFORMATION SHEET

1. Company Name: Diamond Drugs, Inc.

LIST OF REFERENCES

A. Shelby County Jail

380 McDow Road, Columbiana, AL 35051

Diana Shirley, RN, HSA 205-669-3857

B. Baldwin County Jail

200 Hand Avenue, Bay Minette, AL 36507

Sheriff Huey Mack 251-937-0210

C. Muscogee County Jail

700 10th Street, Columbus, GA 31901

Paul Morris, HSA 706-225-4560

2. Other services offered: 24/7/365 consulting, medication carts on loan, fax machine on loan, web based electronic reconciliation, web based online reporting, Sapphire electronic ordering and eMAR software, training, JMS interface, upgrades, and 24/7/265 support provided free of charge as value added services.

We will provide credit in accordance with our submitted credit policy.

BOTH PAGES OF THE BID PRICING SHEET MUST BE SUBMITTED TO BE CONSIDERED A COMPLETE BID

Mark J. Zilner, R.Ph.

Name (Please Type)

Owner and Chief Operating Officer

Title (Please Type)

By: *Mark J. Zilner*

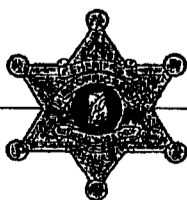
Authorized Signature

Street Address: 645 Kolter Drive

City / State / Zip: Indiana PA 15701

Date: October 7, 2013

Phone: (800) 882.6337 ext 1003



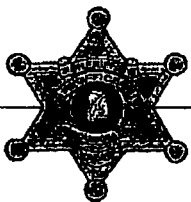
TUSCALOOSA COUNTY SHERIFF'S OFFICE
Prescription, Non-Prescription Drugs and Supplies
Bid / Proposal Pricing Sheet

7-10 Day Select Seal Strip Packaging

***BID PRICING SHEET MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE
FILL IN THE BOXES WITH THE REQUESTED INFORMATION ONLY.***

Due Prior to: October 9, 2013 at 9:00 am ** PLEASE SEE OUR SUBMITTED BID SHEET FOR DETAILS ON OUR PROPOSED PRICING

1. Prescription Name Brand AWP (vendor's price list) cost %: 22% plus \$4.50 dispensing fee
2. Prescription Generic Cost Plus (from Acquisition Cost) cost : dispensing fee
3. Non-Prescription Name Brand AWP (vendor's price list) cost %: 22% plus \$4.50 dispensing fee
4. Non-Prescription Generic Cost Plus (from Acquisition Cost) cost : dispensing fee
5. Wholesale catalog used for this bid: Amerisource ... Diamond utilizes Cardinal Health as our primary wholesaler.



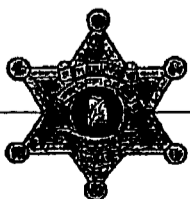
TUSCALOOSA COUNTY SHERIFF'S OFFICE
Prescription, Non-Prescription Drugs and Supplies
Bid / Proposal Pricing Sheet

30 Count Blister Cards

**BID PRICING SHEET MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE
FILL IN THE BOXES WITH THE REQUESTED INFORMATION ONLY.**

Due Prior to: October 9 at 9 am ** PLEASE SEE OUR SUBMITTED BID SHEET FOR DETAILS ON OUR PROPOSED PRICING

1. Prescription Name Brand AWP (vendor's price list) cost %: 22% plus \$3.95 dispensing fee
2. Prescription Generic Cost Plus (from Acquisition Cost) cost : dispensing fee
3. Non-Prescription Name Brand AWP (vendor's price list) cost %: 22% plus \$3.95 dispensing fee
4. Non-Prescription Generic Cost Plus (from Acquisition Cost) cost : dispensing fee
5. Wholesale catalog used for this bid: Amerisource... Diamond utilizes Cardinal Health as our primary wholesaler.



VENDOR INFORMATION SHEET

1. Company Name: IHS Pharmacy

LIST OF REFERENCES

A. Jefferson County (AL) Jail, Karen Fowler, RN, Health Services Administrator

809 Richard Arrington, Jr. Blvd N

Birmingham, AL 35203 Phone: 205-325-5670

B. Madison County (AL) Jail, Chief Deputy Steve Morrison

815 Wheeler Ave.

Huntsville, AL 35801 Phone: 256-519-4839

C. Walnut Grove (MS) Youth Correctional Facility, Kathy Hogue, RN, Health Services Administrator

1650 Highway 492

Walnut Grove, MS 39189

2. Other services offered: Please see Exhibits C through F

BOTH PAGES OF THE BID PRICING SHEET MUST BE SUBMITTED TO BE CONSIDERED A COMPLETE BID

Myra Sanderson

Vice President & General Counsel

Name (Please Type)

Title (Please Type)

By: 

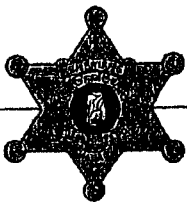
Authorized Signature

Street Address: 504 McCurdy Ave, PO Box 1428

City / State / Zip: Rainsville, AL 35986

Date: October 4, 2013

Phone: (800) 638-3104



TUSCALOOSA COUNTY SHERIFF'S OFFICE
Prescription, Non-Prescription Drugs and Supplies
Bid / Proposal Pricing Sheet

BID PRICING SHEET MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE
FILL IN THE BOXES WITH THE REQUESTED INFORMATION ONLY.

Due Prior to: 9:00 am October 9, 2013

1. Prescription Name Brand AWP (vendor's price list) cost %: AWP-21%
2. Prescription Generic Cost Plus (from Acquisition Cost) cost : SEE BELOW
3. Non-Prescription Name Brand AWP (vendor's price list) cost %: AWP-21%
4. Non-Prescription Generic Cost Plus (from Acquisition Cost) cost : See Below
5. Wholesale catalog used for this bid: Amerisource

*Prescription and non-prescription Generics (#2 and #4) are priced as follows:

Acquisition Cost
of Filled Quantity

0 -- \$20.00	ACQ + 40 % + \$2.93 dispensing fee
\$20.61 -- \$50.00	ACQ + 25% + \$2.93 dispensing fee
\$50.01 and up	ACQ + 10% + \$2.93 dispensing fee

Example:

\$25.99 = IHS acquisition cost of the filled quantity of medication
x 25% = Percentage mark up
 \$6.50
+\$2.93 = Dispensing fee
\$9.43 IHS's total markup for this prescription

\$25.99 (IHS's actual acquisition cost)
+ \$9.43 (IHS's markup)
 \$35.42 = Cost to Tuscaloosa County Jail



VENDOR INFORMATION SHEET

1. Company Name: Supreme Medical

LIST OF REFERENCES

- A. _____

- B. _____

- C. _____

2. Other services offered: _____

BOTH PAGES OF THE BID PRICING SHEET MUST BE SUBMITTED TO BE CONSIDERED A COMPLETE BID

Name (Please Type)

Title (Please Type)

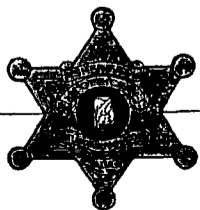
By: _____
Authorized Signature

Street Address: _____

City / State / Zip: _____

Date: _____

Phone: (_____) _____



TUSCALOOSA COUNTY SHERIFF'S OFFICE
Prescription, Non-Prescription Drugs and Supplies
Bid / Proposal Pricing Sheet

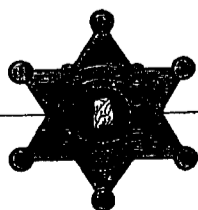
**BID PRICING SHEET MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE
FILL IN THE BOXES WITH THE REQUESTED INFORMATION ONLY.**

Due Prior to: _____

1. Prescription Name Brand AWP (vendor's price list) cost %:
2. Prescription Generic Cost Plus (from Acquisition Cost) cost :
3. Non-Prescription Name Brand AWP (vendor's price list) cost %:
4. Non-Prescription Generic Cost Plus (from Acquisition Cost) cost :
5. Wholesale catalog used for this bid: Amerisource

NO BID

**SUPREME MEDICAL
P O BOX 850247
MOBILE, AL 36685-0247
PH: 800-461-1370
WWW.SUPREMEMEDICAL.COM**



VENDOR INFORMATION SHEET

1. Company Name: Walgreen Co.

LIST OF REFERENCES

- A. Kandiyohi County Jail
Donna Jurgenson
320-214-6700 x3671
- B. Sacramento County Department of Health & Human Services
Penny Arnold
916-876-6379
- C. San Bernardino County Sheriff Department
Terry Fillman
909-463-5007

2. Other services offered: ---

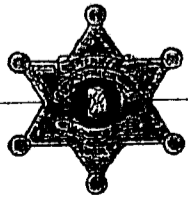
BOTH PAGES OF THE BID PRICING SHEET MUST BE SUBMITTED TO BE CONSIDERED A COMPLETE BID

John Mann
Name (Please Type)

Assistant Secretary
Title (Please Type)

By: *John Mann*
Authorized Signature

Street Address: 108 Wilmot Rd.
City / State / Zip: Deerfield, IL 60015
Date: 10/7/13
Phone: (847) 315-2500



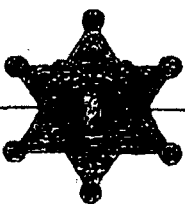
TUSCALOOSA COUNTY SHERIFF'S OFFICE
Prescription, Non-Prescription Drugs and Supplies
Bid / Proposal Pricing Sheet
Walgreen Co.

**BID PRICING SHEET MUST BE SUBMITTED FOR THE BID TO BE CONSIDERED COMPLETE
FILL IN THE BOXES WITH THE REQUESTED INFORMATION ONLY.**

Due Prior to: 9:00am on October 9, 2013

1. Prescription Name Brand AWP (vendor's price list) cost %: Usual & Customary *
2. Prescription Generic Cost Plus (from Acquisition Cost) cost: Usual & Customary *
3. Non-Prescription Name Brand AWP (vendor's price list) cost %: Usual & Customary *
4. Non-Prescription Generic Cost Plus (from Acquisition Cost) cost: Usual & Customary *
5. Wholesale catalog used for this bid: Amerisource Medispan

* Please note a dispensing fee of \$2.00 applies to each prescription.





Bobby C. Hagler
County Engineer

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



Allan D. Springer, Sr.
Assistant County Engineer

Subdivision Bond Extension Request
Tuscaloosa County Commission
November 6, 2013

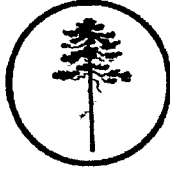
Commission District: 3

Subdivision Name: Kings Ridge Plat No. 1
Kings Ridge Plat No. 2
Kings Ridge Plat No. 3
Kings Ridge Plat No. 4
Kings Ridge Plat No. 5

Owner: Ray and Carolyn Lowery

Engineer / Surveyor: Tom Sims, P.E. / Jamey Autery, P.L.S.

Comments: The developer of Kings Ridge Plat No. 1-5 is requesting that the Tuscaloosa County Commission extend the performance bond for one year. A letter of credit for \$100,000.00 dated October 24, 2013 was received from the Bank of Moundville.



Longleaf Engineering, LLC

CIVIL • GEOTECHNICAL • ENVIRONMENTAL

October 30, 2013

Tuscaloosa County Engineering Commission
Attn: Mr. Bobby Hagler
2810 35th Street
Tuscaloosa, Alabama 35405

Re: *King's Ridge Subdivision
King's Loop Road
Tuscaloosa County, Alabama*

Dear Mr. Hagler:

On behalf of Mr. Ray Lowery, he would like to request a renewal of the bonding he has in place for the King's Ridge Subdivision. Construction is currently ongoing within this development and isn't ready for the final layer of asphalt yet. Mr. Lowery has provided a letter of credit in the amount of \$100,000 dated October 24, 2013.

If you have any questions or comments, please contact our office at (205) 345-5646.

Sincerely,
Longleaf Engineering, LLC

Tom Sims, P.E.
Consulting Engineer

cc: Mr. Ray Lowery

COPY

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 89

Amount: U.S. \$ 100,000.00 (one hundred thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on October 24, 2013 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

RAY LOWERY
202 BEAR CREEK ROAD
TUSCALOOSA, AL 35405

BENEFICIARY:

TUSCALOOSA COUNTY COMMISSION
Entity Type: Other
2810 35TH STREET
TUSCALOOSA, AL 35401

ISSUER:

BANK OF MOUNDVILLE
319 Market St
P. O. Box 158
Moundville, AL 35474

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Bank of Moundville Letter of Credit No. 89 dated October 24, 2013." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: NOTIFICATION THAT RAY LOWERY HAS DEFAULTED THE CONTRACT WITH TUSCALOOSA COUNTY COMMISSION FOR THE FINISHED LAYER OF ASPHALT IN KING'S RIDGE SUBDIVISION.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:00A.M. Central Time (Time) on October 24, 2014 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

6. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Bank of Moundville

By  Date 10/24/13
Tony O. Lee, Senior Loan Officer



PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF
PUBLIC USE PROJECTS BY DISTRICT

Commission District: One

Proposed Project Description: Northside High School Baseball field – Backstop replacement, Fencing and other park improvements

Remove Existing Backstop and fencing and replace with 140' long by 32" block wall with four 40' concrete poles supporting net backstop over top of wall. Also, replacing 200' of outfield fencing, three gates and improvements to the announcers booth

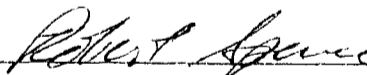
Northside Baseball Booster Club working with PARA (Erin Wiggins) for administration. PARA will invoice Tuscaloosa County for actual project costs.

Funding source: District 1 Community Development Funds

To be placed on Commission Agenda 11-6-13

Funding Amount Required: \$9,500

Commissioner Approval:  Date: 10-18-13

Legal Counsel Review:  Date: 10/19/13

Finance Director Review & Disbursement:  Date: 10-18-13