

TUSCALOOSA COUNTY COMMISSION
MEETING
FEBRUARY 19, 2014

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

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to levy county license fees for alcoholic beverages for fiscal year 2014-2015 in the amounts shown in the exhibit as attached.

Exhibit 2-1, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to cancel the County Commission Meeting regularly scheduled for March 5, 2014.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to set ad valorem millage rates for the 2013-2014 tax year.

Exhibit 2-2, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to appoint Chairman Hardy McCollum and Commissioner Stan Acker to an oversight committee regarding shared projects at Sokol Park.

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize payment of invoices to:

Almon Associates:

Malone Creek Road Bridge over Malone Mill Creek bridge replacement project	\$7,400.00
Traweek Road over Binion Creek bridge replacement project	\$4,590.00

Sentell Engineering, Inc.:

Old Fayette Road over Barbee Creek bridge replacement project	\$9,200.00
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Burk-Kleinpeter, Inc.:

Patriot Parkway Extension Project	\$98,300.00
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Exhibit 2-3, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a Subdivision Regulation Waiver Request on Northam Subdivision.

Exhibit 2-4, Pages

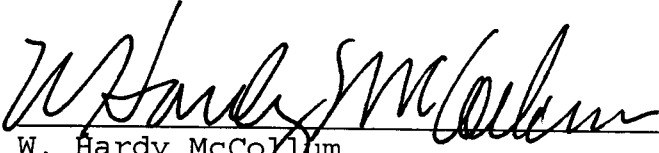
Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for January 2014.

Exhibit 2-5, Page

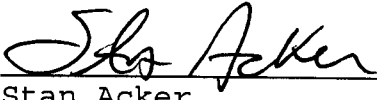
Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a funding request in the amount of \$60,000.00, from Yellow Creek Volunteer Fire Department for expenses related to the construction of a FEMA community safe room and multi-purpose community meeting room. Necessary paperwork, (for construction of the safe room), has been submitted and approved through FEMA's Hazard Mitigation Grant Program for this project.

Exhibit 2-6, Pages

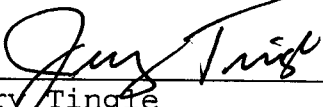
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 19, 2014.




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

ABSENT

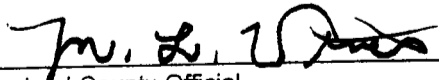
Reginald Murray
Commissioner - District IV

COUNTY (63) TUSCALOOSA 2013 - 2014

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00	\$100.00	\$400.00	\$450.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00	\$100.00	\$400.00	\$450.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00	\$100.00	\$400.00	\$450.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00	\$ 0.00	\$300.00	\$350.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00	\$150.00	\$900.00	\$950.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00	\$ 0.00	\$500.00	\$550.00
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00	\$375.00	\$1125.00	\$1175.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00	\$ 0.00	\$200.00	\$250.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00	\$100.00	\$300.00	\$350.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00	\$ 75.00	\$ 0.00	\$275.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00	\$ 0.00	\$ 0.00	\$150.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00	\$125.00	\$375.00	\$425.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
200 - MANUFACTURER	\$ 50.00	\$500.00	\$250.00	\$750.00	\$800.00
**					
210 - IMPORTER	\$ 50.00	\$500.00	\$250.00	\$750.00	\$800.00
**					
220 - BREWPUB	\$ 50.00	\$1,000.00	\$500.00	\$1,500.00	\$1550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00	\$300.00	\$600.00	\$650.00
240 - NON-PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: 
Authorized County Official

County Administrator
Title

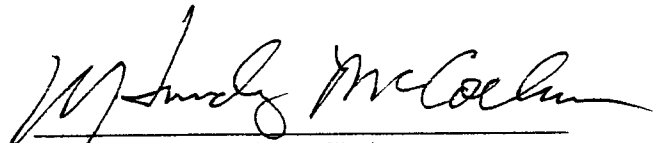
2/27/2013
Date

County Homestead Exemption:

Regular \$2,000 x .0105 = \$21.00
Over Age 65 \$2,000 x .016 = \$32.00

3. That the County Administrator certify a copy of this resolution and deliver same to the Tax Assessor of Tuscaloosa County.

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 19th day of February, 2014.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin L. Vines, County Administrator



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

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

Invoice number 00007
 Date 01/31/2014

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

Professional Services provided from November 1, 2013 to January 31, 2014

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	7,400.00	7,400.00
Transportation				
Roadway Geometry and Approach Plans	18,500.00	13,690.00	13,690.00	0.00
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	13,690.00	13,690.00	0.00
Total	95,100.00	19,175.00	26,575.00	7,400.00

Tuscaloosa County Department of Public Works

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

Invoice number 00007

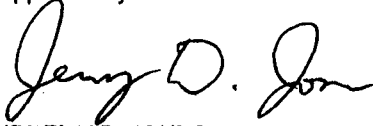
Date 01/31/2014

Invoice total 7,400.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00007	01/31/2014	7,400.00	7,400.00				
	Total	7,400.00	7,400.00	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.



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

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

Invoice number 00007
 Date 01/31/2014

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

Professional Services provided from November 1, 2013 to January 31, 2014

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	3,700.00	3,700.00
Transportation				
Roadway Geometry and Approach Plans	17,800.00	12,460.00	13,350.00	890.00
Categorical Exclusion Preparation Services (Removed by Amendment 1)	0.00	0.00	0.00	0.00
Utility Coordination Services	1,900.00	0.00	0.00	0.00
Subtotal	19,700.00	12,460.00	13,350.00	890.00
Geotechnical Engineering				
Original Contract - Single Span Bridge	18,400.00	0.00	0.00	0.00
Original Contract - additional for 3 span brige	3,700.00	0.00	0.00	0.00
Approach Borings (Added by Ammdement 1)	2,860.00	0.00	0.00	0.00
Subtotal	24,960.00	0.00	0.00	0.00
Total	88,710.00	16,945.00	21,535.00	4,590.00

Tuscaloosa County Department of Public Works

Project 2012309 TUSCALOOSA COUNTY TRAWEEK ROAD BRIDGE OVER BINION CREEK REPLACEMENT

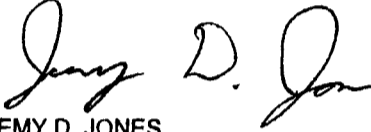
Invoice number 00007
Date 01/31/2014

Invoice total **4,590.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00007	01/31/2014	4,590.00	4,590.00				
	Total	4,590.00	4,590.00	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.

Documents related to Patriot Parkway.

- The original contract in the amount of \$206,500 was approved on 12-20-06. Exhibit 1.
- The contract was amended by the Commission on 2-4-09 to include an additional \$403,165 bringing the total cost to \$609,665. \$251,000 was for construction inspection and testing. Since the project was never let to contract then the maximum amount that could be paid would be $\$609,665 - \$251,000 = \$358,665$. Exhibit 2.
- The final invoice authorized was on 4-20-11 for a total amount of \$368,056.77 which actually slightly exceeded this amount. It was realized that the contract was exceeding what the Commission had authorized and BKI was told that no further invoices would be presented to the Commission for approval until a contract modification had been approved by the Commission. Exhibit 3.
- Request from BKI dated 7/17/13 for additional services in the amount of \$98,300.00. Exhibit 4.

Exhibit 4

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

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

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

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

TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

WILLIAM R. BURK, JR., 1912-1986



VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

OVER 100 YEARS OF SERVICE

July 17, 2013

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

Re: **Patriot Parkway Additional Services – Realignment of Roadway**

Dear Mr. Hagler:

Thank you for the opportunity to work with you and Tuscaloosa County on this project. As you are aware, the original alignment has been modified due to concerns about property owners and associated costs. We have begun modifying the alignment as needed. In addition, we are modifying property plats and have already begun meeting with affected landowners.

At this point, realignment will affect approximately 1500 feet of the original alignment. This alters the original scope of work, including survey and geometric design. I have estimated the fee required for this work and provided the breakdown below for your review.

<u>Item of Work</u>	<u>Contract Amount</u>	<u>Fee Description</u>
Survey Services – Topo and Staking	\$16,560.00	Lump Sum
Survey Services – R.O.W. and Plats	\$12,240.00	Lump Sum
Right of Way Negotiation	\$7500.00	Lump Sum
Design Services	\$62,000.00	Lump Sum
	\$98,300.00	

I appreciate you taking this into consideration. If you have any questions or concerns, please feel free to contact me. Thank you very much.

Sincerely,

BURK-KLEINPETER, INC.


Bruce L. Higginbotham, P.E.
Vice President

cc: File (3196-99)



Exhibit 3



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT
2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX: (205) 345-6600 Ext. 246



Bobby Hagler
County Engineer

Allan D. Springer, Sr.
Assistant County Engineer

April 20, 2011

Mr. William M. Lamb, Finance Director
Tuscaloosa County Commission
Courthouse, P.O. Box 20113
Tuscaloosa, Alabama 35402

**RE: Patriot Parkway Extension Project – Design Services
Pay Request No. 31**

Dear Bill,

Please find attached Pay Request/Invoice No. 31 from Burk-Kleinpeter, Inc. for design services on the above referenced project. This request was approved by the Tuscaloosa County Commission on April 20, 2011. Please issue payment in the amount of \$350.00 as noted on the invoice.

If you have any questions, please advise.

Sincerely,

Bobby Hagler

County Engineer

Cc: Mr. Allan Springer, Tuscaloosa County Engineering
Mr. James Fuller, Tuscaloosa County Engineering (email)
Ms. Debbie Bobo, Tuscaloosa County Engineering (email)
Mr. Bruce Higginbotham, BKI (email)

BURK-KLEINPETER, INC.

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

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

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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



PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT- AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

OVER 100 YEARS OF SERVICE

March 31, 2011

Mr. Bobby Hagler
Tuscaloosa County Engineering Office
2810 35th Street
Tuscaloosa, Alabama 35401

Re: Patriot Parkway Extension
Invoice #31
BKI Job No. 3196

For professional services rendered on the referenced project through the month of March 2011.

PAYMENT REQUEST NO. 31

MAX FEE \$ 206,500.00

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	64,020.00	-

TOTALS: \$206,500.00 \$ -

ADDITIONAL SERVICES:

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN:				
DESIGN	\$ 69,500.00	100%	\$69,246.00	-
SURVEY	\$ 40,315.00	99%	\$ 40,110.77	\$ -
GEOTECHNICAL	\$ 42,350.00	100%	\$ 42,350.00	-
CONSTRUCTION ENGINEERING & INSPECTION:				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
ADDITIONAL SERVICES:				
WETLAND CROSSING	\$ 11,500.00	86%	\$ 9,850.00	\$ 350.00
		TOTAL	\$161,556.77	\$ 350.00

TOTALS: \$368,056.77

LESS PREVIOUSLY INVOICED: (367,706.77)

AMOUNT DUE THIS INVOICE: \$ 350.00

RECEIVED

APR 14 2011

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI Invoice: 49499
ks



NEW ORLEANS • BATON ROUGE • SHREVEPORT • TUSCALOOSA

BIRMINGHAM • MOBILE • HOUSTON • PASCAGOULA • GULFPORT

From: [Bill Lamb](#)
To: [Alan Springer](#)
Subject: Read: Payment to BKI
Date: Thursday, April 21, 2011 8:38:14 AM

Your message

To: Bill Lamb
Subject: Payment to BKI
Sent: Thursday, April 21, 2011 8:37:45 AM (UTC-06:00) Central Time (US & Canada)
was read on Thursday, April 21, 2011 8:38:13 AM (UTC-06:00) Central Time (US & Canada).

Exhibit 2

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

ASSOCIATES
BRUCE HIGGINBOTHAM, PE
DAVID TURNER, PE
BRAD MATTHEWS, PE

WILLIAM R. BURK, JR., 1912-1986

BURK - KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, ALABAMA 35401-1734
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 95 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE
VICE PRESIDENT
O. JEFFREY WOOD, PE

January 14, 2009

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

Attention: Mr. James Fuller

Re: Patriot Parkway Additional Services

Dear Mr. Hagler:

Thank you for the opportunity to work with you and Tuscaloosa County on this project. As per the meeting last week, I am providing the following information for your review. In general, the revised scope includes the following:

- Provide construction documents for public bidding purposes
- Provide necessary documentation and services for ALDOT permitting for Highway 82
- Provide necessary documentation and services related to ADEM NPDES permit
- Assist County in property acquisition
- Assist County in Bid Phase
- Provide Construction Inspection services

A breakdown of the fees associated with the above services is shown below:

<u>Item of Work</u>	<u>Contract Amount</u>	<u>Fee Description</u>
Design Survey Services		
Revised & New Plats	\$23,815.00	Lump Sum
Additional Survey, As Required	\$16,500.00	Hourly
	\$40,315.00	
Geotechnical Services		
US Highway 82	\$7150.00	Lump Sum
Patriot Parkway	\$35,200.00	Lump Sum
	\$42,350.00	

Approved by
Commission

2-4-09

\$152,165

Not Incl. Inspection

\$403,165

Total Incl. Inspection

Design Services

Roadway Design	\$39,500.00	Lump Sum
Precast Bridge	\$15,000.00	Lump Sum
R.O.W. Negotiation Assistance	<u>\$15,000.00</u>	Hourly
	\$69,500.00	

Resident Inspection & Testing Services

Inspection	\$153,000.00	Hourly
Survey Services	\$27,500.00	Hourly
Administration	\$15,500.00	Hourly
Testing	<u>\$55,000.00</u>	Hourly
	\$251,000.00	

The fees shown above are based on providing services from design through construction. At this time, it is anticipated that construction will last approximately eight months. In the event the construction time differs, we would invoice at our normal hourly rate, as provided in the contract. However, please be aware that we will not invoice above the provided amounts without pre-approval from your office.

I have also included a fee for geotechnical engineering services. This includes the proposed roadway, bridge, work on Highway 82 and services during construction, as required. These fees are listed separately, for convenience, in the event it is decided that this work is not necessary.


The survey fee, as provided, includes plats and descriptions (18 tracts/54 parcels), additional survey along Highway 82 and the proposed roadway, and services during construction, as required. These fees are also listed separately due to the fact that all of this work may not be required.

Also, there is a fee included for R.O.W. acquisition assistance. These services consist of initial meetings with landowners and addressing their concerns, as well as providing information to the County Attorney, as needed. Please be aware that, in the event condemnation becomes necessary, additional fees may be required.

I look forward to working with you and Tuscaloosa County once again. If you have any questions or concerns, please feel free to contact me. Thank you very much.

Sincerely,

BURK-KLEINPETER, INC.


Bruce L. Higginbotham, P.E.
Associate

cc: File (3196-99)

Page 3

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the low bid of \$275,000.00 and award the contract for a new roof for the County Courthouse and the Sheriff's Office to Roof Systems, Inc.

Exhibit 2-9, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution requesting that the Alabama Legislature and the Alabama Congressional delegation take actions encouraging recycling and recovery of invested energy stored in recyclable materials.

EXHIBIT 2-10

Exhibit 2-10, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to amend the contract with Burk-Kleinpeter, Inc. for additional design and construction management services on the Patriot Parkway Extension Project from Old Marion Road to Highway 82 at a cost of approximately \$403,165.00.

Exhibit 2-11, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to install STOP signs at the locations listed on the attached exhibit. Commissioner Don Wallace was not present for this vote.

Exhibit 2-12, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a contract with Sentell Engineering, Inc. for the design and engineering for the Culver Road/Black Warrior Parkway Sanitary Sewer Project; contingent upon the City of Tuscaloosa participating in the project. The cost for these services is \$115,251.46, with the county's portion being \$89,089.00 and the city's portion being \$26,162.00. Commissioner Don Wallace was not present for this vote.

Exhibit 2-13, Page

Page 2

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to execute and submit thirteen resolutions to the Alabama Department of Transportation requesting that thirteen proposed road construction projects be funded with state funds received through the federal economic stimulus package.

Exhibit 2-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to set ad valorem millage rates for the 2008-2009 tax year. The rates remain the same as the previous year.

Exhibit 2-5, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to levy county license fees for alcoholic beverages for fiscal year 2009-2010. The fees remain the same as the previous year.

Exhibit 2-6, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution whereby Tuscaloosa County agrees to enter into an agreement with the Alabama Department of Transportation regarding the I-59 Bridge Raising Project at Woodland Hills Road and Clements Road; contingent upon verification that the affected sections of said roads are in the county road system.

Exhibit 2-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to declare the computer equipment listed on the attached exhibit as surplus property for disposal.

Exhibit 2-8, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider awarding the bid for a new roof for the courthouse.

Page 3

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the low bid of \$275,000.00 and award the contract for a new roof for the County Courthouse and the Sheriff's Office to Roof Systems, Inc.

Exhibit 2-9, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution requesting that the Alabama Legislature and the Alabama Congressional delegation take actions encouraging recycling and recovery of invested energy stored in recyclable materials.

Exhibit 2-10, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to amend the contract with Burk-Kleinpeter, Inc. for additional design and construction management services on the Patriot Parkway Extension Project from Old Marion Road to Highway 82 at a cost of approximately \$403,165.00.

Exhibit 2-11, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to install STOP signs at the locations listed on the attached exhibit. Commissioner Don Wallace was not present for this vote.

Exhibit 2-12, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a contract with Sentell Engineering, Inc. for the design and engineering for the Culver Road/Black Warrior Parkway Sanitary Sewer Project, contingent upon the City of Tuscaloosa participating in the project. The cost for these services is \$115,251.46, with the county's portion being \$89,089.00 and the city's portion being \$26,162.00. Commissioner Don Wallace was not present for this vote.

Exhibit 2-13, Page

Page 4

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 18, 2009.

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

Don Wallace
Commissioner - District I

Gary Youngblood
Commissioner - District II

Bobby Miller
Commissioner - District III

Reginald Murray
Commissioner - District IV

Exhibit 1

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

600 LURLEEN WALLACE BOULEVARD, SUITE 180
TUSCALOOSA, ALABAMA 35401 - 1734
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM

PRESIDENT
GEORGE C. KLEINPETER, JR., PE
VICE PRESIDENT
O. JEFFREY WOOD, PE

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

ASSOCIATES
BRUCE HIGGINBOTHAM, PE
DAVID TURNER, P.E.
TERA WYATT, P.E.

WILLIAM R. BURK, JR., 1912-1986



OVER 95 YEARS OF SERVICE

Original contract
Approved 12-20-06

December 14, 2006

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

Re: **Patriot Parkway Extension
Fee Proposal**

Dear Mr. Hagler:

Thank you for the opportunity to work with Tuscaloosa County once again. We have reviewed the above-mentioned project and developed a fee proposal for your review.

This proposal is based on Tuscaloosa County forces performing the construction and the related plan set meeting the requirements of your department. Please note that this fee does not include geotechnical services. In the event this becomes necessary, we can discuss these services at that time.

Generally, the services to be included in this contract are as follows:

- Survey
- Plan/Profile
- Drainage structure locations and approximate invert elevations
- Closed drainage system/curb and gutter from existing Patriot Parkway to Old Marion Road
- Cross-Sections
- Tract maps/Legals
- Permit for U.S. Highway 82 intersection and related work (Does not include actual permit fee)

The proposed fee for this project is **\$206,500.00**. This is broken down into survey and design as follows:

- Survey Services: \$64,020.00
- Design Services: \$133,480.00
- Tract Maps/Legal Descriptions: \$9000.00

Please note that the above fee does not include construction inspection services. If requested, we can bill these services at our normal hourly rate.

received
12-14-06

BURK - KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

Thank you very much. If you have any concerns or would like to discuss the scope further, please contact me. I look forward to working with you on this project.

Sincerely,

BURK-KLEINPETER, INC.



Bruce L. Higginbotham, P.E.
Associate

cc: File (3196-01)

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

Patriot Parkway Extension

**BKI FEE SCHEDULE
Through December 31, 2007**

Project Manager	\$135/hr
Senior Professional Engineer	\$125/hr
Professional Engineer	\$110/hr
Staff Engineer	\$ 90/hr
Senior Technician	\$ 65/hr
Technician	\$ 55/hr
Senior Inspector	\$ 75/hr
Inspector	\$ 70/hr
Professional Land Surveyor	\$100/hr
Survey Crew	\$150/hr
Clerical	\$ 45/hr

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, _____ ("Effective Date") between

Tuscaloosa County ("Owner") and

Burk-Kleinpeter, Inc. ("Engineer").

Owner intends to Perform services for constructing a new roadway between U.S. Highway 82 and Alabama
State Highway 69.

This project shall be referred to as *The Patriot Parkway Extension Project.* ("Project").

Owner and Engineer agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 - INVOICES AND PAYMENTS

G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) ~~unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.~~

I. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner

waives any claims against the Engineer that may be connected in any way thereto.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless

c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon 30 days written notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the

following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):

1. *Additional Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services*--The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Construction Cost*--The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern*--Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants*--Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

6. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

By: *[Signature]*
Title: Chairman - County Commission

Burk-Kleinpeter, Inc.
By: *[Signature]*
Title: Vice-President

Date Signed: 12-20-06

Date Signed: 12/15/06

Engineer License or Certificate No. 12337
State of: Alabama

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. *Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.*
2. *Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.*
3. *Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.*
4. *Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.*
5. *Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.*
6. *Providing renderings or models for Owner's use.*
7. *Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.*
8. *Furnishing services of Engineer's Consultants for other than Basic Services.*
9. *Services attributable to more prime construction contracts than specified in paragraph A1.01.*
10. *Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.*

4. *Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.*

5. *Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.*

6. *Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.*

7. *Services during the Construction Phase rendered after the date stated in Exhibit A.*

I. Provide, as required for the Project:

1. *Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.*
2. *Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.*
3. *Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.*
4. *Placement and payment for advertisement for Bids in appropriate publications.*

J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Q. Perform or provide the following additional services: _____.

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General. For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.*

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the prevailing rates.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of N/A.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 10%.

2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



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 Wavier Request
Northam Subdivision
Tuscaloosa County Commission
February 19, 2014

Commission District: District 1 / Tuscaloosa Planning Jurisdiction

Owner: Jerry and Randy Northam

Engineer / Surveyor: Robert S. McPherson, PLS

Wavier Requested: The owners are requesting a waiver for the rear minimum setback line.

Comments:

Mr. Jerry and Randy Northam is requesting that the minimum rear set back lines be reduced from 35 feet to 0 feet. This property is adjacent to Lake Tuscaloosa. The City of Tuscaloosa requires all property boundaries are offset 50 foot from the Lake Tuscaloosa shoreline. This waiver will not interfere with the 50 foot offset requirement.

The 2013 Subdivision Regulations state the following:

5-4-24 Minimum Setback Lines

The minimum interior building setbacks lines shall be defined as the following:

30 feet along and adjacent to the front property line of the lot (abutting the street).

35 feet along and adjacent to the rear property line.

10 feet along and adjacent to both sides of the property line on each side (20 feet total).

Easements may be located within the minimum building setback lines.

Owner Information

Parcel Number: 20-03-05-0-001-029-000
NORTHAM HELEN
PO BOX 85
NORTHPORT, AL 35476

Site Information

Site Address: 12275 LESTER TAYLOR RD
Tax District: 1
Fire District: 4
Calculated Acres: 0.00
Deeded Acres: 0.00

Assessment Information

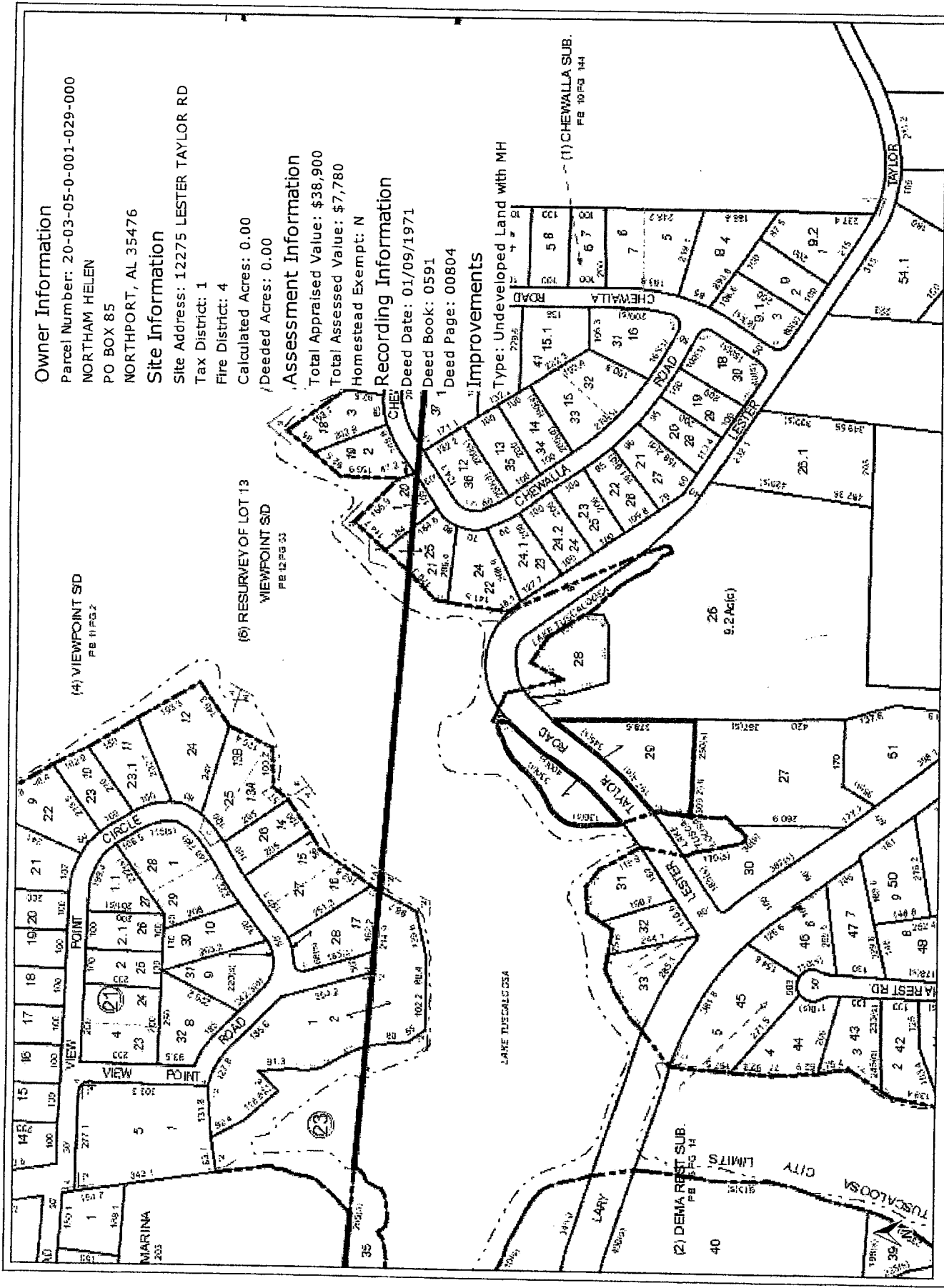
Total Appraised Value: \$38,900
Total Assessed Value: \$7,780
Homestead Exempt: N

Recording Information

Deed Date: 01/09/1971
Deed Book: 0591
Deed Page: 00804

Improvements

Type: Undeveloped Land with MH

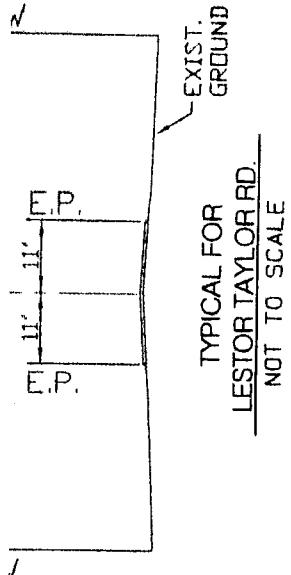


(4) VIEWPOINT SID
PB 11 PG 2

(6) RESURVEY OF LOT 13
VIEWPOINT SID
PB 12 PG 33

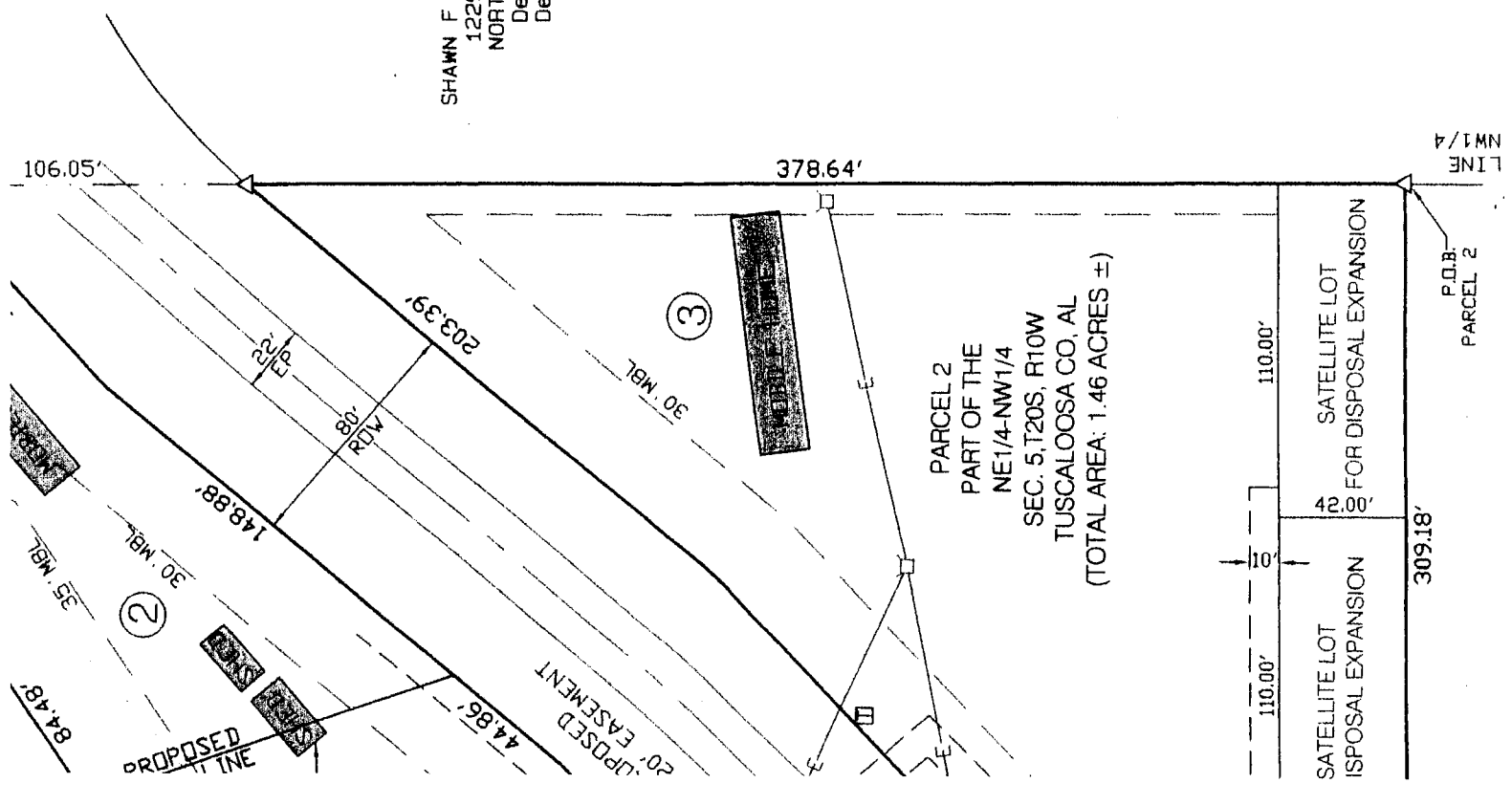
(1) CHEMALLA SUB.
PB 10 PG 144

(2) DENA REST SUB.
PB 11 PG 14



SETBACKS:
FRONT: 30'
REAR: 35'
SIDE: 10'

SHAWN F AND KAREN H RUSSELL
12299 LARY LAKE RD
NORTHPORT, AL 35475
Deed Book: 1999
Deed Page: 5771



- NOTES:
1. OWNER: HELEN NORTHAM CO EXECUTORS:
 1. SITE LOCATION: 12275 LESTE
 2. SOURCE OF TITLE: D.B. 591
 3. TOTAL ACREAGE: 2.50 ACRE

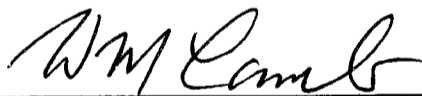
WATER RIGHT

MONTH OF: **JANUARY , 2014**

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	19360-19708	\$4,048,239.65
112 ROAD & BRIDGE	5823-5981	\$1,048,821.68
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	2296-2319	\$242,223.46
160 COMMUNITY DEVELOP	1588	\$696.50
710 PAYROLL-CHECKS	93609-93658	\$1,454,975.53
	57232-57347	\$104,920.72
	10000-10910	\$1,042,226.37
720 EXCESS LAND SALES	386	\$38,521.44
730 FIDUCIARY		
750 PISTOL PERMIT	8108-8152	\$68,622.68
780 E911	4944-4955	\$149,086.32
781 GAS TAX BONDING		
783 GENERAL LIABILITY		
783 WORKMEN'S COMP	126	\$3,459.85
783 HEALTH INSURANCE		
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		

\$8,201,794.20

CHECKED BY:



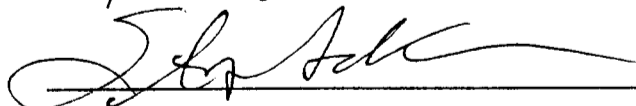
WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION

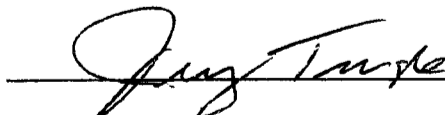
CHAIRMAN, W. HARDY MCCOLLUM



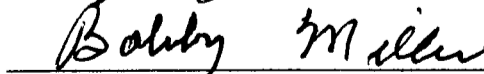
COMMISSIONER, STAN ACKER



COMMISSIONER, JERRY TINGLE



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY

Absent

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

Commission District One

Proposed Project Description: Yellow Creek Volunteer Fire Protection District - Community Safe Room

Use of District One Community Development funds as a portion of the local match for the construction of a FEMA community safe room and multi purpose community meeting room at the volunteer fire department. It will also serve as a part of a future planned expansion of the fire Department in a latter phase. The safe room will have a 299 person capacity. The safe room is being 75% funded from a FEMA Hazard Mitigation Grant and 25% local funding. The total project cost is \$609,447 and the County participation will be approximately 9.8% of the total project cost. See attached for detail.

Funding source: District 1 Community Development Funds

To be placed on Commission Agenda 2-19-2014

Funding Amount Required: \$60,000

Commissioner Approval: *[Signature]*

Date: *[Signature]*

Legal Counsel Review: *Robert Jence*

Date: 2/14/14

Finance Director Review & Disbursement: *[Signature]*

Date: *[Signature]*

**YELLOW CREEK VOLUNTEER FIRE DEPARTMENT
COMMUNITY SAFE ROOM
AND
FUTURE NEW FIRE STATION**

Community Safe Room (Fire Station Phase 1)

Partially Funded Through FEMA Hazard Mitigation Grant Program

Project Cost: \$ 609,447

Federal Share: \$ 457,085

Local Match: \$ 152,362

Requested County Funding: \$ 60,000.00 (10% of Phase 1)

Equipment Bays (Fire Station Phase 2)

Locally Funded

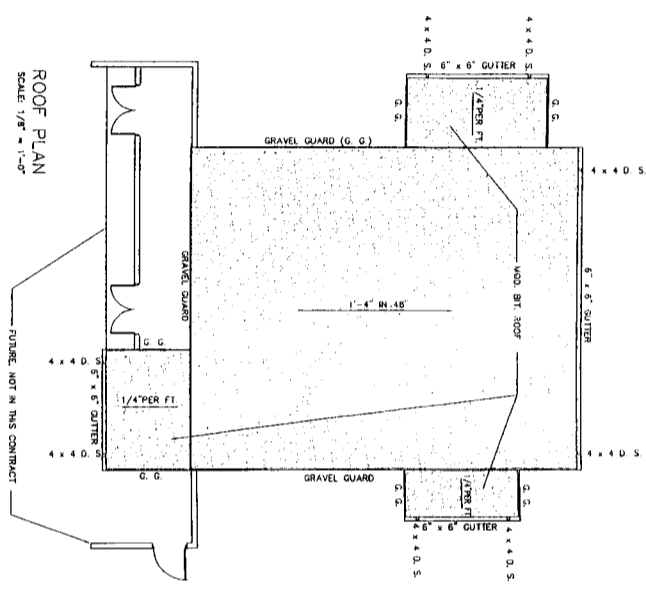
Project Cost: \$ 200,000

Summary

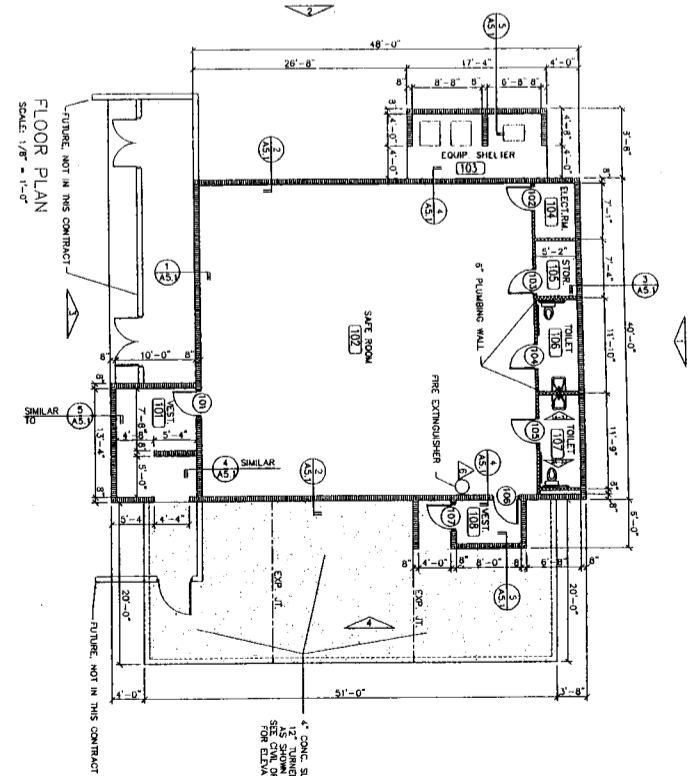
The Yellow Creek Volunteer Fire Department successfully applied for Federal funds to construct a 299 person community safe room on Yellow Creek Church Road for the use of the residents of the area in the event of a tornado or other impending need. The community safe room will also serve as a multi-purpose room during times it is not required for emergencies and as a portion of a new fire station to be built as funds become available in the future. The community safe room will be available for community functions and as a potential voting location.

The community storm shelter, constructed as Phase 1, is a portion of the total planned building that will serve as a fire station for the local volunteer fire department. The future Equipment Bays (Phase 2) will be constructed as an addition to the community storm shelter. The shelter will then provide the space for administration and training while continuing to serve as a community storm shelter.

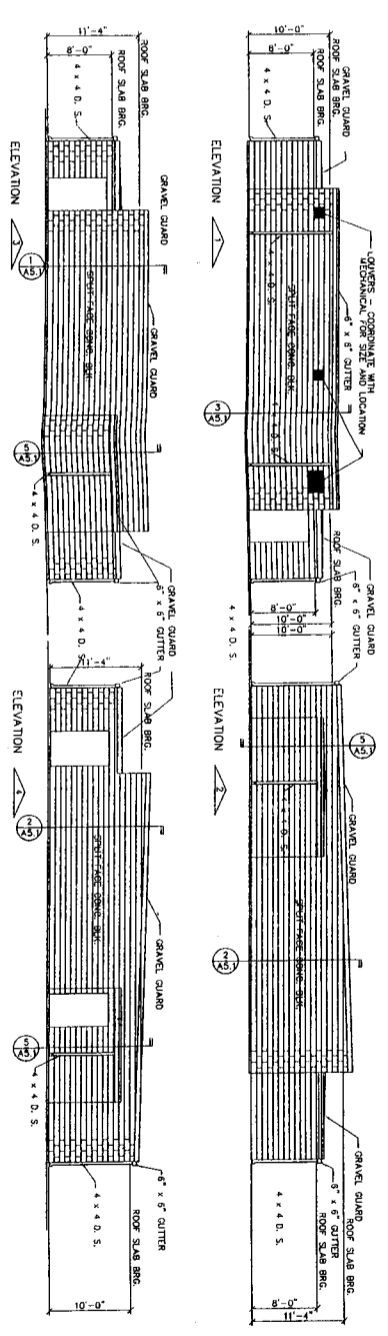
Respectfully Submitted: Wayne Ford, President



ROOF PLAN
SCALE: 1/8" = 1'-0"



FLOOR PLAN
SCALE: 1/8" = 1'-0"



EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'-0"



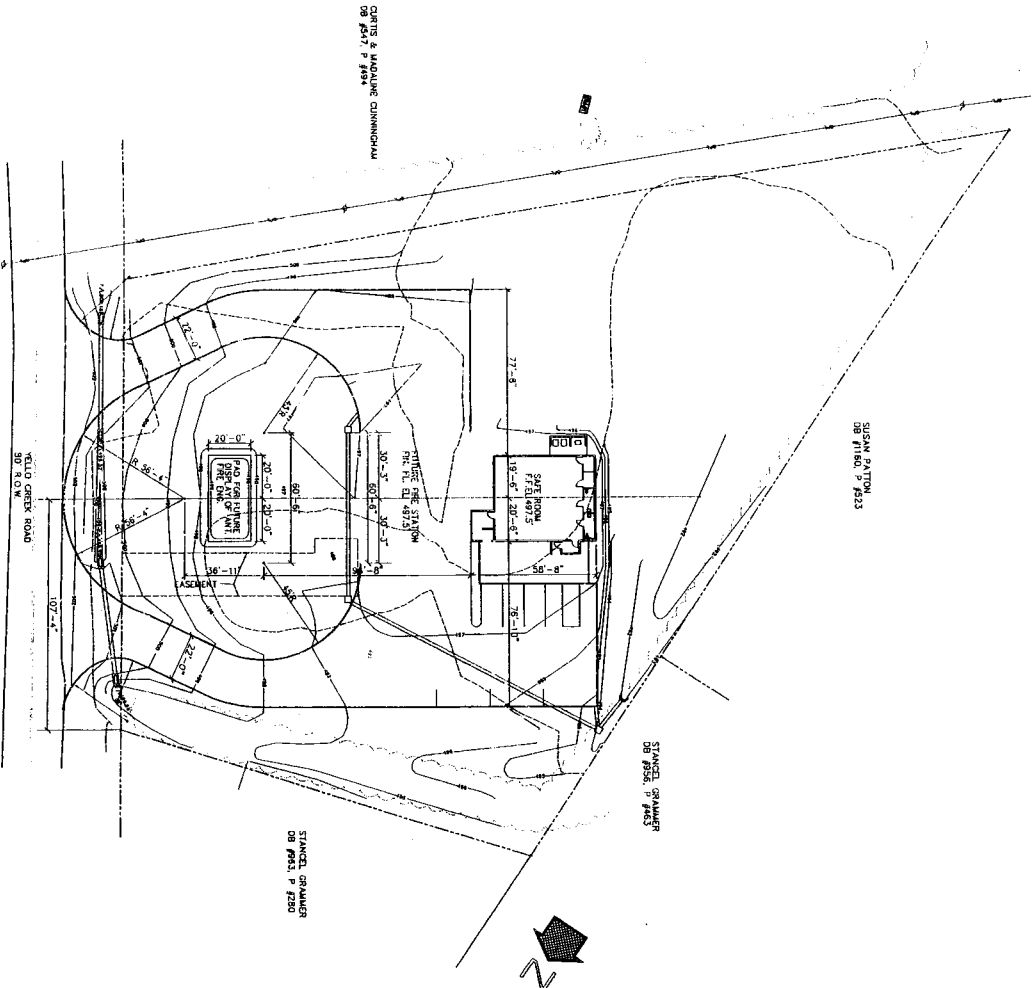
DEAN+TYLER+BURNS ARCHITECTURE
 MARK E. BURNS
 281 Noble Street, Suite 201, Anniston, Alabama 36201
 P. O. Box 1214, Anniston, Alabama 36202
 email: dean@tylerburns.com
 tel: 256-337-7891

YELLOW CREEK
 VOLUNTEER FIRE DEPARTMENT
 COMMUNITY SAFE ROOM
 YELLOW CREEK, ALABAMA

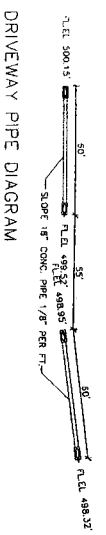
COMMISSION: 1301
 DRAWN: WANSNER
 DESIGNED BY: DMB
 DATE: MAY 2, 2013

REVISIONS:

A-3.1
 OF



SITE PLAN
SCALE: 1" = 30'



A-201
OF

REVISIONS:

DATE: November 5, 2013
DESIGNED BY: [blank]
DRAWN BY: WANSNER
COMMISSION: 1301

YELLOW CREEK
VOLUNTEER FIRE DEPARTMENT
COMMUNITY SAFE ROOM
YELLOW CREEK, ALABAMA

DEAN+TYLER+BURNS ARCHITECTURE
MARK F. BURNS
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P. O. Box 1214, Anniston, Alabama 36202
email: dean@tylerburnsarchitects.net
tel: 256-237-7591

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