

TUSCALOOSA COUNTY COMMISSION  
MEETING  
November 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  
Reginald Murray

Upon request by County Administrator Melvin Vines, Commissioner Bobby Miller made a motion to transfer the operational control of the Tuscaloosa County Emergency Management Agency to the Tuscaloosa County Commission. The motion was seconded by Commissioner Reginald Murray. Commissioner Jerry Tingle's motion to amend to approve advertisement for the position of Director of Emergency Management to be effective January 1, 2015 with a salary between \$65,000.00 and \$75,000.00 was accepted by Commissioner Bobby Miller and approved unanimously.

Exhibit 11-1, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to change the General Fund Christmas Holidays from December 24-25, 2014 to be December 25-26, 2014.

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to close the Public Works Department for holiday outage beginning Monday, December 19, 2014 and resume operations Monday, January 5, 2014.

Chairman W. Hardy McCollum presented Tuscaloosa County Maintenance Superintendent Dan Medders a thirty-five year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize payment of invoices to Almon Associates for engineering services on the following projects:

Dobbs Road bridge replacement	\$6,863.15
Malone Creek Road over Malone Mill Creek bridge replacement	\$25,000.00

Exhibit 11-2, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of invoice to Sentell Engineering, Inc. for engineering services on the Fosters Ferry Road widening and resurfacing project in the amount of \$42,782.60.

Exhibit 11-3, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize payment of invoice to Burk-Kleinpeter, Inc. for engineering services on various projects related to the FEMA disaster claim in the amount of \$11,500.00.

Exhibit 11-4, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize the Engineering Department to purchase right-of-way for the ALDOT funded bridge replacement project on Dobbs Road over Thornton Creek Bridge.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution accepting the Fields Crossing Subdivision, Phase Three for county maintenance.

Exhibit 11-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to grant a one year extension of the development permit for King's Ridge Subdivision, Phase II.

Exhibit 11-6, Page

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

Exhibit 11-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to declare the loss of the boiler at the Tuscaloosa County Courthouse Annex an emergency and to pay the invoice for repair in the amount of \$29,648.00.

Exhibit 11-8, Pages

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve use of District One Community Development funds to provide \$2,500.00 for Fire Fighting or Safety Equipment to each of the nine organized and operating Volunteer Fire Departments in District 1 (Yellow Creek, Nicol, Wiley, Samantha, Mount Olive, Carroll's Creek, Mayfield, Montgomery, and Echola) for a total of \$22,500.00.

Exhibit 11-9, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to redistribute funds received from Abernant Volunteer Fire Department between Lake View Volunteer Fire Department and Brookwood Volunteer Fire Department.

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss a water project related to the work on Townsend Road.

Commissioner Bobby Miller moved, second by Commissioner Reginald Murray, the County Commission voted unanimously to approve payment of invoice to McGiffert and Associates for waterline relocation on Townsend Road in the amount of \$36,400.00

Exhibit 11-10, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a District 4 Discretionary fund request to reimburse PARA for the following Braughton Park improvements:

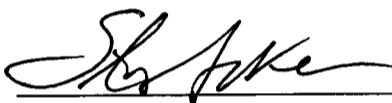
Basketball Court	\$2,840.00
Playground	\$10,836.00
Braughton Park	\$4,942.00

Exhibit 11-11, Pages

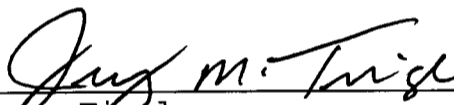
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 3, 2014.



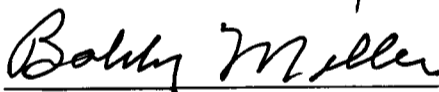
W. Hardy McCallum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Stan Acker  
Commissioner - District I



Jerry Tingle  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

**RESOLUTION ACCEPTING ADMINISTRATION OF  
TUSCALOOSA COUNTY EMERGENCY MANAGEMENT AGENCY**

**WHEREAS**, the Legislature of Alabama has authorized and directed the establishment of a local organization for emergency management in accordance with the state emergency management plan; and

**WHEREAS**, Tuscaloosa County and the City of Tuscaloosa have long cooperated in the management of a local emergency management agency; and

**WHEREAS**, in an effort to provide the most efficient and responsive organization for the citizens of Tuscaloosa County, the City of Tuscaloosa and the County of Tuscaloosa have agreed that the County will provide the administration of the emergency management agency.

**NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:**

That the Chairman is hereby authorized to take all steps necessary to create a department within the County for the administration of the local emergency management agency, and for the County Administrator to create a job description and salary range for a director to be hired by the County, using funds available from the state emergency management agency, as well as funds allocated by the City of Tuscaloosa and funds authorized under the county general fund budget.

**IN WITNESS WHEREOF**, the Tuscaloosa County Commission has caused this Resolution to be executed in its name on its behalf by its Chairman on this the 19<sup>th</sup> day of November, 2014.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator

EX 11-1



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

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

Invoice number 00017  
 Date 10/31/2014

Project 2012094 TUSCALOOSA COUNTY  
 BRIDGE REPLACEMENT PROJECTS  
 2012

For Professional Services from October 1, 2014 through October 31, 2014

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
<b>Moccasin Branch Road Bridge, TCP 63-01-12</b>				
Survey	6,150.00	6,150.00	6,150.00	0.00
Engineering Design	23,150.00	23,150.00	23,150.00	0.00
Geotechnical Engineering	12,367.34	12,367.34	12,367.34	0.00
Utility Coordination	1,200.00	1,170.00	1,170.00	0.00
Subtotal	42,867.34	42,837.34	42,837.34	0.00
<b>Dobbs Road Bridge, TCP 63-02-12</b>				
Survey	7,150.00	7,150.00	7,150.00	0.00
Engineering Design	43,650.00	40,158.00	41,467.50	1,309.50
Geotechnical Engineering	26,167.34	18,720.56	24,274.21	5,553.65
Utility Coordination	1,200.00	1,170.00	1,170.00	0.00
Subtotal	78,167.34	67,198.56	74,061.71	6,863.15
Total	121,034.68	110,035.90	116,899.05	6,863.15

EX 11-2

Tuscaloosa County Department of Public Works

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

Invoice number

00015

Date

10/31/2014

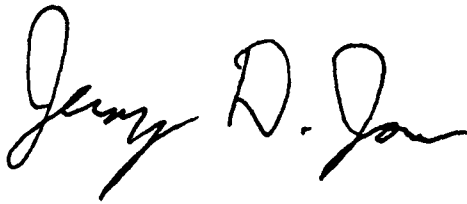
Invoice total **25,000.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00014	09/30/2014	1,753.50		1,753.50			
00015	10/31/2014	25,000.00	25,000.00				
	Total	26,753.50	25,000.00	1,753.50	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.

ex 11-2



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

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

Invoice number 00015  
 Date 10/31/2014

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

For Professional Services from October 1, 2014 through October 31, 2014

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
<b>Survey</b>				
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
<b>Structural</b>				
Bridge Structural Design	40,500.00	38,475.00	38,475.00	0.00
<b>Transportation</b>				
Roadway Geometry and Approach Plans	22,400.00	21,952.00	21,952.00	0.00
Categorical Exclusion Preparation Services	0.00	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	21,300.00	21,300.00
Additional Geotech, if 3 span brige is required	3,700.00	0.00	3,700.00	3,700.00
Additional Borings, if non-uniform soils present (Not Used)	0.00	0.00	0.00	0.00
Subtotal	48,600.00	21,952.00	46,952.00	25,000.00
Total	99,000.00	65,912.00	90,912.00	25,000.00

RECEIVED

TUSCALOOSA COUNTY  
 PUBLIC WORKS DEPARTMENT

EX 11-2



Tuscaloosa County Department of Public Works  
Project 2012094 TUSCALOOSA COUNTY BRIDGE REPLACEMENT PROJECTS 2012

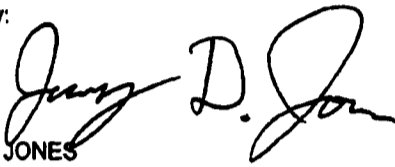
Invoice number 00017  
Date 10/31/2014

Invoice total 6,863.15

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00017	10/31/2014	6,863.15	6,863.15				
	Total	6,863.15	6,863.15	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.

EX11-2

# Sentell Engineering, Inc.

Sentell Engineering Inc  
 P O Box 1246  
 Tuscaloosa, AL 35403

(205)752-5564  
 ssentell@sentell.net

Date	Invoice No.
11/07/2014	13-130-3
Terms	Due Date
Due on receipt	11/07/2014

**Bill To**  
 Tuscaloosaa County Commission  
 2810 35th Street  
 Tuscaloosa, AL 35401

Activity	Quantity	Rate	Amount
• RE: Fosters Ferry Road Widening			
• TCP Project: TCP-63-16-13			
• Design Services (50% Complete)			46,161.50
• Surveying Services (100% Complete)			48,636.00
• Less Previous Payments			-52,014.90
<b>Total</b>			<b>\$42,782.60</b>

**RECEIVED**

*EX 11-3*

TUSCALOOSA COUNTY  
 PUBLIC WORKS DEPARTMENT

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

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

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

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE  
REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE  
VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986



OVER 100 YEARS OF SERVICE

October 31, 2014

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

RE: Misc. FEMA Projects  
Client Number 252  
Invoice # 2  
BKI Job No. Tu.14.016

For professional services rendered on the referenced project.

**PAYMENT REQUEST NO.2**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
Heritage Road	\$ 1,000.00	100%	\$ 1,000.00	\$ -
Old Jug Factory Road	\$ 1,500.00	100%	\$ 1,500.00	\$ -
Main Street NE Retaining Wall	\$ 43,000.00	33%	\$ 14,265.00	\$ -
Patrick Blackburn Road	\$ 53,119.33	10%	\$ 5,500.00	\$ 5,500.00
Wire Road	\$ 68,170.00	9%	\$ 6,000.00	\$ 6,000.00
Old Fayette Road	\$ -	0%	\$ -	\$ -
Jessie Riggs Road	\$ 906.78	0%	\$ -	\$ -
Harless Road	\$ 750.00	0%	\$ -	\$ -
Arthur Creek	\$ 651.05	0%	\$ -	\$ -
Upper Place Road	\$ 1,990.05	0%	\$ -	\$ -
Misc. Shoulder & Pavment Repairs	\$ 3,830.00	0%	\$ -	\$ -
			\$ 28,265.00	\$ 11,500.00

PREVIOUSLY INVOICED: \$ (16,765.00)  
AMOUNT DUE: \$ 11,500.00

RECEIVED

BKI Invoice # 55281  
ks



BATON ROUGE • NEW ORLEANS • SHREVEPORT • MOBILE

TUSCALOOSA • BIRMINGHAM • OCEAN SPRINGS • JACKSON

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

EX 11-4

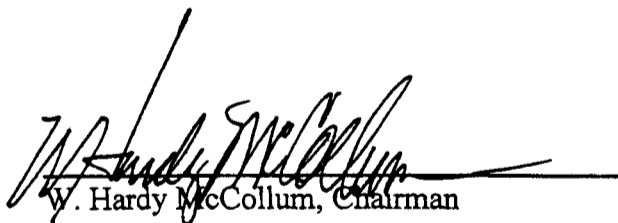
**RESOLUTION ACCEPTING STREETS IN  
FIELDS CROSSING  
PHASE THREE  
SUBDIVISION**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Fields Crossing, Phase Three are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.


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

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 19th day of November, 2014, by the TUSCALOOSA COUNTY COMMISSION.

  
W. Hardy McCollum, Chairman

Seal

  
Melvin Vines, County Administrator

EX 11-5



## Longleaf Engineering, LLC

CIVIL • GEOTECHNICAL • ENVIRONMENTAL

November 12, 2014

Tuscaloosa County Engineering  
Attn: Ms. Katherine Cross  
2810 35<sup>th</sup> Street  
Tuscaloosa, Alabama 35405

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

Dear Ms. Cross:

Because the deadline for construction is approaching for Phase II of the King's Ridge Subdivision, we would like request an additional year extension. At this time, we estimate that approximately 35% of the project is complete. Please let me know if you have any questions or need additional information from our office.

Sincerely,  
Longleaf Engineering, LLC

Tom Sims, P.E.  
Consulting Engineer

cc: Ray Lowery

EX 11-6

MONTH OF: OCTOBER, 2014

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	22567-22992	\$7,646,336.48
SPECIAL SALES TAX	48-50	\$3,500,000.00
112 ROAD & BRIDGE	6857-7041	\$2,458,498.59
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	2504-2521	\$235,002.41
160 COMMUNITY DEVELOP	1615-1623	\$210,433.55
710 PAYROLL-CHECKS	94065-94128	\$2,013,589.42
	58333-58435	\$156,648.29
	18735-20133	\$1,694,034.43
720 PAYROLL-DIR DEP		
720 EXCESS LAND SALES		
730 FIDUCIARY		
750 PISTOL PERMIT	8500-8541	\$79,148.83
780 E911	5100-5131	\$25,886.55
781 GAS TAX BONDING		
783 GENERAL LIABILITY		
783 WORKMEN'S COMP	135	\$7,809.39
783 HEALTH INSURANCE		
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING		
		<u>\$18,027,387.94</u>

CHECKED BY: Wm Lamb

WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM W Hardy McCollum

COMMISSIONER, STAN ACKER Stan Acker

COMMISSIONER, JERRY TINGLE Jerry Tingle

COMMISSIONER, BOBBY MILLER Bobby Miller

COMMISSIONER, REGINALD MURRAY Reginald Murray

EX 11-7



Proposal No. 70-3956-1114  
November 3, 2014  
Page 1 of 5

Dan Medders  
Tuscaloosa County Commission  
113 Downtown Station  
Tuscaloosa, AL 35402

Re: Annex Building – Emergency Boiler replacement

ADCO Companies LTD is pleased to offer the following proposal for your review and consideration.

**Equipment Requirements:**

One (1) Patterson-Kelley Model SN1000 Thermific 85% efficient hot water boiler. Copper finned tube, hydronic heating boilers with intermittent ignition, on/off firing, and standard controls. Capacity: 1000 MBH Input. Entering water temp.-160°F. Leaving water temp.-180°F. Standard features include:

Copper finned tube on/off non-condensing boiler.

- Natural gas
- Shipping weight 615 lbs
- CSA Efficiency 85%; AHRI Efficiency 85%

**Sealed combustion units include the following components:**

- Flange adapter on air intake
- Time delay relay in boiler panel
- Single wall air transition, 6 x 12 (shipped loose)
- Damper assembly (shipped loose)
- Damper control panel (shipped loose)

**Standard Features List**

- Extruded copper finned water tubes
- Radial fired, fan assisted burner
- Pressure - temperature gauge
- Water flow switch
- ASME pressure relief valve (100psi standard)
- Blower assembly with "C" frame motor
- Venting - Category I
- Sealed Combustion Optional
- 14 gauge steel outer cabinet
- 16 gauge aluminum inner cabinet
- Vacuum breaker
- Main gas train, including:
- Dual main gas valves

3657 Pine Lane Bessemer, AL 35022 (205) 428-2326 Fax (205) 428-2395 Watts 1-800-292-3891

EX11-8



- Main gas pressure regulator (14" w.c. maximum inlet to gas cock)
- High gas pressure switch (manual reset)
- Low gas pressure switch (manual reset)
- Main inlet gas cock
- Checking gas cock
- Leak test cocks (2)

Pilot gas train, including:

- Solenoid pilot gas valve
- Pilot gas pressure regulator
- Pilot gas cock
- Interrupted spark ignited pilot

Control panel, including:

- Commercial microprocessor based flame safeguard control
- Honeywell RM7820 with UV flame scanner
- High limit temperature control (manual reset)
- Operating temperature control
- Differential air pressure switch
- 6 Light diagnostic annunciator

**Installation Requirements:**

- Customer to disconnect and remove the existing boiler.
- Customer responsible to installing the new vent from the roof termination to just inside the boiler room.
- Customer responsible to installing the combustion air duct from the outside termination to just inside the boiler room.
- Set new boiler in place on the existing concrete pad.
- Tie the hot water piping to the new boiler. It is assumed that existing shutoff valves will hold during time of work.
- Connect customer supplied vent to the new vent within the boiler room.
- Connect combustion air duct to new combustion air duct within the boiler room.
- Connect natural gas piping and pipe vents and drains as required.
- Per State code, an emergency stop switch will be installed at the boiler room door.
- Per State code, a lockable disconnect will be installed.
- Upon completion of installation boiler will be placed in operation and your personnel instructed on their proper operation.

Your price for the above.....\$29,648.00

EX 11-8





Proposal No. 70-3956-1114  
November 3, 2014  
Page 3 of 5

**Note:**

1. Equipment is available for expedited shipping if the order is placed to later than tomorrow. Equipment will be expedited to ship within 5 working days. Normal lead time is approximately 3 weeks.
2. Work to be done during normal business hours.
3. Insulation (if necessary) will be the responsibility of others.

Thank you for the opportunity of providing your boiler room service and equipment. If you have any questions, or need additional information, please do not hesitate to call me.

Sincerely,

*J.A. Garrette*

Jason Garrette  
ADCO Companies, LTD.

**ADCO Companies, LTD. Terms and Conditions**

**1. AGREEMENT.** These terms and conditions of sale apply to all goods, services, or combination of goods and services, sold, furnished or provided by *ADCO Companies, LTD.* (the "Seller"). They are the exclusive terms applicable to the goods and services provided by the Seller and any additional or different terms in any request for proposal, purchase order, invoice, or other document will be of no force or effect unless they are in a document signed by each party.

**2. PRICE; PAYMENT.** The price agreed to by the Seller is firm for thirty (30) days. Prices do not include taxes, freight or insurance. Payment terms are as indicated in Seller's proposal, or if not shown in the proposal, ten (10) days net from the date of the invoice unless otherwise agreed in writing. All orders over \$10,000.00 require a 25% down payment and progress payments. Unless otherwise noted in the proposal, Payment Terms are Net 10 days after invoice. Progress Billing Invoices will be sent monthly and will include

- (1.) Submittals
- (2.) Material - Invoiced when delivered
- (3.) Material held off-site – Invoiced when received at the off-site storage area
- (4.) Labor – Invoiced when worked

**3. DELIVERY.** Delivery is F.O.B. the place of shipment. The buyer assumes all risk of loss following delivery of the goods to the first carrier. Dates for the delivery or shipment of goods or performance of the services are approximate only and are subject to change.

**4. WARRANTIES.** The Seller hereby assigns to the customer any rights it may have under any warranty extended by a third party covering the goods or any part thereof. Goods manufactured by others and resold by the Seller carry the original warranty only but do not carry any additional warranty by the Seller unless stated specifically in writing or as set forth below.

(a). **LIMITED WARRANTY.** The Seller warrants that all services furnished by it shall be performed in a good and workmanlike manner. The duration of this warranty is ninety (90)



Proposal No. 70-3956-1114

November 3, 2014

Page 4 of 5

days from the performance of the services. Except in cases where a manufacturer's warranty is available, the Seller further warrants that any goods provided by the Seller will be free from defects in material and workmanship for a period of one (1) year from the date of shipment.

(b). WARRANTY REMEDY. All warranty claims against the Seller must be made within the warranty period. The Seller will, at its option and expense, repair or replace, F.O.B. Seller's plant, any goods that are defective, will re-perform any services that do not meet this warranty, or both. If the Seller is unable to repair the goods or re-perform the services so that they conform to the warranty after a reasonable number of attempts, the Seller will refund the portion of the purchase price paid that is attributable to the goods or services that were defective. These remedies are the exclusive remedies for breach of warranty.

(c). EXCLUSIONS FROM WARRANTY. These warranties are inapplicable to and exclude: (i) damage caused by accident or negligence, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning; (ii) damage caused by the failure to follow all installation and operating instructions or manuals or to provide normal maintenance; (iii) damage caused by improper water treatment; (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications; or (v) any other abuse or misuse. **THE SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5. HAZARDOUS MATERIALS.** Any hazardous materials encountered by the Seller at the site will be the responsibility of the customer and may cause delays in performance. Where such services involve boilers or boiler equipment, the customer shall be responsible for having the stack, chimneys and/or breeching cared for, inspected, and cleaned by a qualified provider. The Seller does not clean or inspect chimneys or breeching.

**6. SELLER'S REMEDIES:** The Seller has the right to recover all amounts owed or incurred as a result of the goods and services it has provided. The customer specifically agrees that the Seller may suspend its performance in the event the customer fails to pay any amounts owed when due.

**7. INDEMNITY.** The customer will defend, indemnify and hold harmless the Seller and its officers, agents and employees, from and against any and all third party claims arising from the customer's gross negligence. The Seller will defend, indemnify and hold harmless the customer from and against any and all third party claims arising from Seller's gross negligence. Neither party will be liable for any direct, indirect, special, incidental or consequential damages.

**8. FORCE MAJEUR.** Neither party will be liable for delays in performance (other than the obligation to pay for services rendered and goods sold and delivered) caused by acts of God, flood, fire, storm, freeze, accident, wars, riots or other events beyond its control.

**9. GOVERNING LAW AND DISPUTE RESOLUTION.** This agreement and any dispute arising under or with respect thereto will be governed by the laws of the State of *Alabama*. Except for amounts owed to the Seller for which it will be permitted to sue in any court of competent jurisdiction, any dispute, controversy or claim arising out of, or in connection with this agreement shall be finally settled without recourse to the courts in accordance with the rules of the American Arbitration Association. The number of arbitrators shall be one, the applicable rules shall be those of the American Arbitration Association and the location of the arbitration shall be in the city where the Seller's principal office is located, unless otherwise agreed in writing. The



Proposal No. 70-3956-1114

November 3, 2014

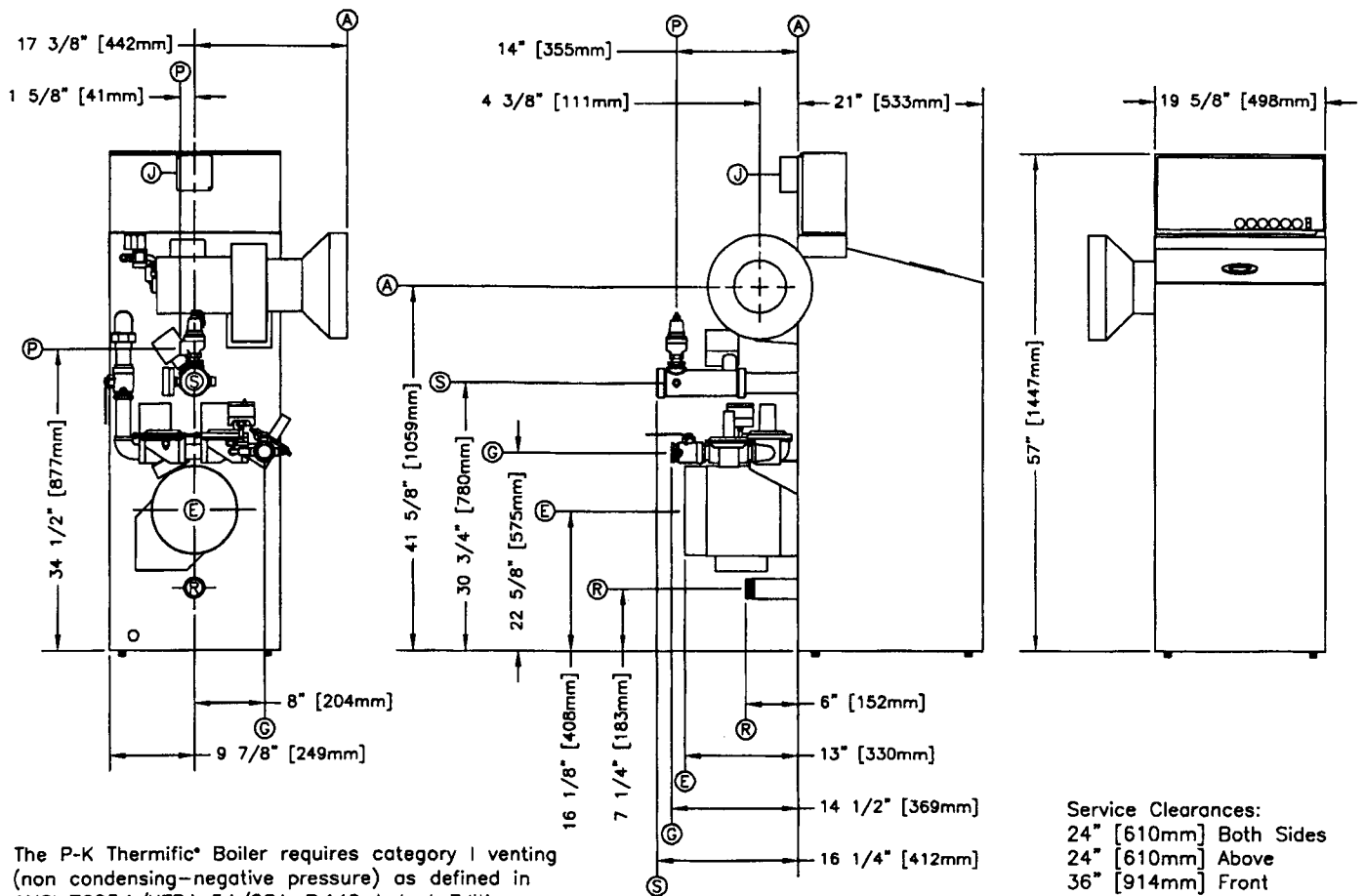
Page 5 of 5

parties agree to discuss any point of disagreement in good faith and to escalate issues within their respective organizations before taking the dispute to arbitration in accordance with this section.

**10. NOTICES.** Unless specifically directed otherwise, whenever written notice is required under this Agreement, it may be provided by e-mail or other recognized electronic means and the parties further agree that communications and other business dealings between the parties may where appropriate also be conducted by such means.

**11. GENERAL.** The rights and remedies contained herein are the exclusive remedies available for breach. Neither party shall assign this Agreement or a purchase order without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No waiver by either party of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

# P-K Thermific® Model SN1000



The P-K Thermific® Boiler requires category I venting (non condensing-negative pressure) as defined in ANSI Z223.1/NFPA 54/CSA-B.149 Latest Edition.

Service Clearances:  
 24" [610mm] Both Sides  
 24" [610mm] Above  
 36" [914mm] Front

BOILER CONNECTIONS:	
(A) Combustion Air Inlet	12" OD
(E) Exhaust Vent	10" OD
(G) Main Gas Connection	1 1/4" NPT-F
(J) Wiring Junction Box	4" square
(P) Pressure Relief Valve	see list for selection
(R) Boiler Water Return	2" NPT-M
(S) Boiler Water Supply	2" NPT-F

BOILER CONTROLS: ASME CSD-1 is standard.	
Complies with GE GAP (IRI) guidelines GAP.4.1.0 and GAP.4.1.3.	
Complies with FM Global 6-4/12-69 Section 1.0	
Main Gas Train: see gas train submittal	
Pilot Gas Train: see gas train submittal	
Flame Safeguard, Honeywell RM7895C1020	
Operating Thermostat, 100°-240°F (38°-116°C)	
High Limit Thermostat, Manual Reset, 100-240°F (38°-116°C)	
High Exhaust Temperature Switch, Manual Reset	
LWCO/Flow Switch, Paddle Type	
Air Switch, Differential Pressure Type	
Combustion Blower, 1/3hp	

FACTORY OPTIONS:	
<input type="checkbox"/>	Probe Type Low Water Cut Off, Manual Reset (factory installed)
<input type="checkbox"/>	Probe Type Low Water Cut Off, Manual Reset (shipped loose)

C.S.A. CERTIFIED RATINGS AND CAPACITIES	
Fuel	<input type="checkbox"/> Natural Gas(NG) <input type="checkbox"/> Propane(LP)
Input, BTU/hr	1,000,000
Output, BTU/hr	850,000
Boiler HP	25.4
Maximum Inlet Gas Pressure	14" w.c.
Minimum Inlet Gas Pressure	NG: 4" w.c. LP: 7" w.c.

Electrical Requirements	120v, 1ph, 60hz
Total Operating Amps	less than 8 amps
Operating Weight	655 lbs.
Water Content	4.3 gallons

A.S.M.E. Section IV Design Data	
Maximum Pressure	160 psig
Maximum Temperature	250°F
Heating Surface	94 sq ft
Flow Rate, GPM	60 min/120 max

Pressure Relief Valve	Press/Temp Gauge
<input type="checkbox"/> 100 PSIG 3/4" (standard)	0-240psi/30-240°F
<input type="checkbox"/> 30 PSIG 1"	0-100psi/30-240°F
<input type="checkbox"/> 50 PSIG 3/4"	0-100psi/30-240°F
<input type="checkbox"/> 60 PSIG 3/4"	0-100psi/30-240°F
<input type="checkbox"/> 75 PSIG 3/4"	0-240psi/30-240°F
<input type="checkbox"/> 80 PSIG 3/4"x 1"	0-240psi/30-240°F
<input type="checkbox"/> 125 PSIG 3/4"	0-240psi/30-240°F
<input type="checkbox"/> 150 PSIG 3/4"	0-240psi/30-240°F

**HARSCO**  
**INDUSTRIAL**  
 Patterson-Kelley

EX119



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

Commission District: One

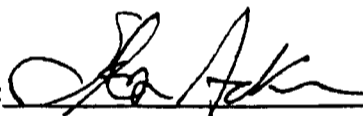
**Proposed Project Description:** Fire Fighting and Safety Equipment upgrades for Volunteer Fire Departments in District One

Use of District One Community Development funds to provide \$2,500 for Fire Fighting or Safety Equipment to each of the nine organized and operating Volunteer Fire Departments in District one. (Yellow Creek, Nicol, Wiley, Samantha, Mount Olive, Carrolls Creek, Mayfield, Montgomery and Echola) .


**Funding source:** District 1 Community Development Funds

To be placed on Commission Agenda 11-19-2014

Funding Amount Required:           \$22,500          

Commissioner Approval:  Date: 11-17-14

Legal Counsel Review: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Review & Disbursement:  Date: 11-17-14

EX11-9

**Englewood-Hulls Water System, Inc.  
P.O. Box 70940  
Tuscaloosa, AL 35407**

November 11, 2014

Mr. Bobby Miller, County Commissioner  
Tuscaloosa County Courthouse  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Re: Townsend Road Watermain Relocation

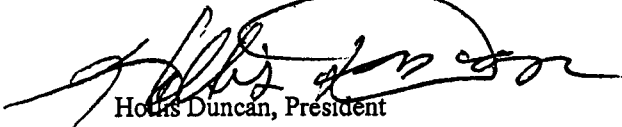
Dear Mr. Miller:

We are in receipt of the attached letter requesting relocation of our watermain along Townsend Road from Upper Hull Road to Townsend Loop. We have authorized our engineer, McGiffert and Associates, LLC, to proceed with engineering design of the project and other engineering services.

A copy of the Preliminary Cost Estimate for the project, prepared by McGiffert, is attached. This project will cost beyond the resources the Water System currently has available. It is our request that the Tuscaloosa County Commission will reimburse the Water System for the relocation of our watermains.

Sincerely,

ENGLEWOOD-HULLS WATER SYSTEM, INC.



Hollis Duncan, President

Enclosure

cc: Bobby Hagler, County Engineer  
Allan Springer, Assistant County Engineer  
Tracy Criss, Engineering Coordinator  
McGiffert and Associates, LLC



**ENGLEWOOD-HULLS WATER SYSTEM**  
**TOWNSEND ROAD**  
**Water Main Relocation (Upper Hulls Rd to Townsend Loop)**  
 Preliminary Cost Estimate  
 November 6, 2014

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1,400	l.f.	3" PVC Cl. 200 Water Main	7.25	10,150
2	200	l.f.	3/4" Type K Copper Service Tubing for Domestic Services	6.75	1,350
3	5	each	Domestic Service (no meter)	400.00	2,000
4	5	each	Customer Reconnection (all sizes)	550.00	2,750
5	2	each	3" Gate Valve and Valve Box	525.00	1,050
6	2	each	Main Connection	850.00	1,700
7	800	l.f.	Silt Fence	4.50	3,600
8	50	each	Hay Bales	6.00	300
9	400	l.f.	Sediment Rolls	4.50	1,800
10	1	l.s.	Traffic Control	600.00	600
11	1	l.s.	Testing and Disinfecting	750.00	750
12	1	l.s.	Temporary Erosion Control and Permanent Grassing	850.00	850
<b>Sub-Total Estimated Construction Cost</b>					<b>\$ 26,900</b>
Preliminary Engineering					1,200
Engineering Design					3,200
Resident Observation and Record Drawings					2,900
Easement Surveys, Plats and Descriptions					N/R
Stormwater Permitting and Inspections					N/R
ADEM Water Supply and County ROW Permitting					N/R
Easement Land Cost					N/R
Construction Contract Management					800
Legal Advertising and other Miscellaneous Reimbursable Expenses					1,400
Legal Services					N/R
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$ 36,400</b>

EX11-10

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



**Bobby C. Hagler**  
County Engineer



**Allan D. Springer, Sr.**  
Assistant County Engineer

October 22, 2014

Mr. Darren Rice  
Englewood Hulls Water Authority  
P.O. Box 70940  
Tuscaloosa Al. 35407

Dear Mr. Rice:

Please be advised that the Tuscaloosa County Commission has obtained a 40 ft. R-O-W on a portion of Townsend Road, from Upper Hull Road to Townsend Loop to accommodate future roadway improvements.

This work may require the relocation of water mains, hydrants, meters and service lines.

County forces have flagged the R-O-W and begun clearing in order to construct improvements to the existing roadway. Please have a representative of your office contact Tracy Criss to coordinate this project. Thank you for your prompt attention to this matter.

Yours truly,

A handwritten signature in cursive script that reads "Bobby Hagler".

**Bobby Hagler**  
County Engineer

Cc: Commissioner Bobby Miller  
Allan Springer, Assistant County Engineer  
Tracy Criss, Engineering Coordinator

EX-11-10





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

Commission District: 4

Proposed Project Description: PARA  
BRAUGHTON PARK BASKETBALL  
COURT

Funding Amount Required: \$ 2,840.

Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Counsel Review: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Review & Disbursement:  Date: 10-31-14

EX 11-11

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

Commission District: 4

Proposed Project Description: PARA

BRAUGHTON PARK PLAYGROUND

Funding Amount Required: \$10,836

Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Counsel Review: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Review & Disbursement:  Date: 10-31-14

BX11-11

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

Commission District: 4

Proposed Project Description:

BRAUBHATON PARK

Funding Amount Required: \$ 4,942.00

Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Counsel Review: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Review & Disbursement: WM Lamb Date: 11-17-14

EX11-11