

TUSCALOOSA COUNTY COMMISSION
MEETING
January 7, 2015

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Bobby Miller
Reginald Murray

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

Dobbs Road bridge replacement project	\$3,482.13
Malone Creek Road bridge replacement project	\$4,805.00

Exhibit 1-1, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize reimbursement to Carroll's Creek Water Authority for costs related to the waterline relocation on Driftwood Drive in the amount of \$49,385.30 (\$41,488.57 for construction costs and \$7,896.73 for engineering costs).

Exhibit 1-2, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to renew a contract with Waste Management for residential waste pick-up. The contract will expire June 30, 2018.

Exhibit 1-3, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving revisions to the Tuscaloosa County Subdivision Regulations.

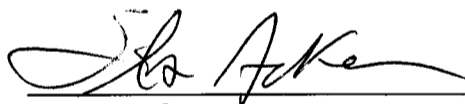
Exhibit 1-4, Pages

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the allocation of \$50,000.00, from District 3 Discretionary Funds to the Salvation Army, contingent upon preparation of a contract by County Attorney Robert Spence.

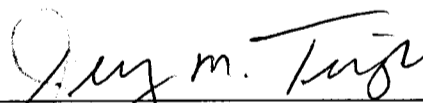
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, January 21, 2015.



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



Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV



engineers
planners
surveyors
environmental
scientists
landscape
architects
structural
design

November 30, 2014
Project No: NS.12325.000
Invoice No: 1023206

Tuscaloosa County Department of Public
Works
Bobby Hagler
2810 35th Street
Tuscaloosa, AL 35401

Project NS.12325.000 Dobbs Rd Bridge Replacement
Professional Services from November 01, 2014 to November 30, 2014

Phase 021 Engineering Design
Fee
Total Fee 43,650.00
Percent Complete 98.5945
Total Earned 43,036.50
Previous Fee Billing 41,467.50
Current Fee Billing 1,569.00
Total Fee 1,569.00
Total this Phase \$1,569.00

Phase 023 Geotech Engineering
Fee
Total Fee 26,167.34
Percent Complete 100.00
Total Earned 26,167.34
Previous Fee Billing 24,274.21
Current Fee Billing 1,893.13
Total Fee 1,893.13
Total this Phase \$1,893.13
Total this Invoice \$3,462.13

RECEIVED

DEC 17 2014

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

EX 1-1



engineers
planners
surveyors
environmental
scientists
landscape
architects
structural
design

November 30, 2014
Project No: NS.12326.000
Invoice No: 1023207

Tuscaloosa County Department of Public Works
Bobby Hagler
2810 35th Street
Tuscaloosa, AL 35401

Project NS.12326.000 Malone Creek Rd Bridge/Malone Mill Creek
Professional Services from November 01, 2014 to November 30, 2014

Phase	011	Prop Survey/Tract Sketches/Legal Desc			
Fee					
Total Fee		2,850.00			
Percent Complete	100.00		Total Earned	2,850.00	
			Previous Fee Billing	285.00	
			Current Fee Billing	2,565.00	
			Total Fee		2,565.00
				Total this Phase	\$2,565.00
<hr/>					
Phase	020	Roadway Geometry & Approach Plans			
Fee					
Total Fee		22,400.00			
Percent Complete	100.00		Total Earned	22,400.00	
			Previous Fee Billing	21,952.00	
			Current Fee Billing	448.00	
			Total Fee		448.00
				Total this Phase	\$448.00
<hr/>					
Phase	030	Bridge Structural Design			
Fee					
Total Fee		40,500.00			
Percent Complete	99.4247		Total Earned	40,267.00	
			Previous Fee Billing	38,475.00	
			Current Fee Billing	1,792.00	
			Total Fee		1,792.00
				Total this Phase	\$1,792.00
				Total this Invoice	\$4,805.00

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**Carroll's Creek Water Authority
14462 Firehouse Road
Northport, AL 35475**

December 18, 2014

Mr. Bobby Hagler, County Engineer
Attn: Mr. Allan Springer
Tuscaloosa County Public Works
2810 35th Street
Tuscaloosa, AL 35401

Re: Driftwood Drive Water Main Relocation

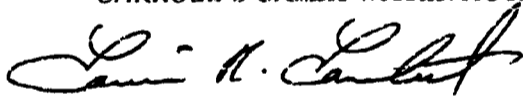
Dear Mr. Hagler:

Please find attached the invoice approved and paid by Carroll's Creek Water Authority for the project. We request reimbursement at this time for the amount as shown:

- | | |
|---------------------------------------|-------------|
| • Singleton Excavating, Inc. No. 1 | \$41,488.57 |
| • McGiffert and Associates, LLC No. 3 | \$ 7,896.73 |

Yours truly,

CARROLL'S CREEK WATER AUTHORITY



Louis N. Lambert, Chairman

Attachment

CC: Mr. Stan Acker, Commissioner
McGiffert and Associates, LLC

PAY REQUEST

Name & Location of Project : Driftwood Dr Water Main Relocation Phase I

Project No. _____

Carroll's Creek Water Authority

Name of Contractor Singleton Excavating Inc.

Address 862 Homestead Trail, Centreville, AL 35042

12/1/2014

Item No. (1)	Description of Item (2)	Contract			Completed to Date		Percent Complete
		Quantity (3)	Cost per Unit (4)	Total Cost of Item (5)	Quantity (6)	Total Cost (7)	
1	6" CL 200 SDR21 PVC Water Main	1100.0	9.54	10494.00	1085.0	10350.90	100.00%
2	3" CL 200 Water Main	1000.0	5.97	5970.00	1560.0	9313.20	100.00
3	1" Type K Copper Service	200.0	\$ 4.89	\$978.00	353.0	\$1,726.17	100.00%
4	1" Domestic Service (No Meter)	5.0	\$ 348.80	\$1,744.00	11.0	\$3,836.80	100.00%
5	Customer Reconnection (All Sizes)	5.0	\$ 236.89	\$1,184.45	6.0	\$1,421.34	100.00%
6	6" Gate Valve and Valve Box	3.0	\$ 886.29	\$2,658.87	2.0	\$1,772.58	100.00%
7	3" Gate Valve and Valve Box	1.0	\$ 745.42	\$745.42	2.0	\$1,490.84	100.00%
8	Fire Hydrant Assembly	1.0	\$ 2,830.07	\$2,830.07	1.0	\$2,830.07	100.00%
9	Main Connection	4.0	\$ 2,612.68	\$10,450.72	2.0	\$5,225.36	100.00%
10	Silt Fence	2400.0	\$ 1.47	\$3,528.00	25.000	\$36.75	100.00%
11	Hay Bales	150.0	\$ 5.41	\$811.50	0.0	\$0.00	100.00%
12	Sediment Rolls	1200.0	\$ 2.24	\$2,688.00	0.0	\$0.00	100.00%
13	Traffic Control	1.0	\$ 75.00	\$75.00	1.0	\$75.00	100.00%
14	Testing and Disinfecting	1.0	\$ 500.00	\$500.00	1.0	\$500.00	100.00%
15	Temporary Erosion Control and Permanent Grassing	1.0	\$ 500.00	\$500.00	1.0	\$500.00	100.00%
16	3" Blow-Off	1.0	\$ -	\$0.00	1.0	\$1,411.01	100.00%
17	Long Side Reconnects	2.0	\$ -	\$0.00	2.0	\$1,680.00	100.00%
18	2" PVC on a reconnect	19.0	\$ -	\$0.00	19.0	\$47.50	100.00%
19	Trench for a 3/4 Service	160.0	\$ -	\$0.00	160.0	\$400.00	100.00%
TOTALS				\$45,158.03	\$42,617.52		

Contract Amount	<u>\$45,158.03</u>
Work Performed to Date	<u>\$42,617.52</u>
Less: Amount Retained in Accordance with Contract Terms (show both percent and dollar amount) _____ 5 % Thru 50%	<u>\$1,128.95</u>
Net Amount Earned on Contract Work to Date	<u>\$41,488.57</u>
Add: Materials Stored at Close of this Period (attach detailed schedule)	<u>\$0.00</u>
Subtotal	
Less: Amount of Previous Payments	<u>\$0.00</u>
BALANCE DUE THIS PAYMENT	<u>\$41,488.57</u>

Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amount shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or materials supplied in full accordance with the requirements of the referenced contract, and or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and include the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received.

By: *[Signature]* **MCGIFFERT AND ASSOCIATES, LLC** Title _____ President Date 12/1/2014
Contractor

By: *[Signature]*
Date: 12/16/14

ex 1-2



NUMBER	DATE	PROJECT NUMBER	APPROVED
3	12/16/2014	133133	DAK <i>[Signature]</i>

REMIT PAYMENT TO:
 McGiffert AND ASSOCIATES LLC
 P.O. BOX 20559
 TUSCALOOSA, AL 35402-0559

Work Completed 09/15/14 Thru 12/07/14

Carroll's Creek Water Authority
 14462 Firehouse Road
 Northport, AL 35475

Re: Driftwood Drive Water Main Relocation

• Construction Phase Services			
Engineer Technician, 75.75 hrs @ \$70.00/hr			\$ 5,302.50
• Engineering Services During Construction			
Senior Project Manager, 12.25 hrs @ \$160.00/hr		\$ 1,960.00	
CADD Technician, 4.75 hrs @ \$90.00/hr		\$ 405.00	
		\$ 2,365.00	\$ 2,365.00
• Bid Document Printing and Shipping			\$ 229.23
		Total Amount Due	\$ 7,896.73

K:\wpdata\Billr\2014\12-Dec 2014\CCWA-Driftwood Drive

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

EX 1-2

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

SOLID WASTE DISPOSAL AGREEMENT

THIS CONTRACT, made and entered into this 27 day of August, 1993, by and between TUSCALOOSA COUNTY, ALABAMA, (hereinafter called the "County") and WASTE MANAGEMENT OF ALABAMA, INC (hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, the Contractor did on the 27th day of January, 1993, submit a Proposal to provide Residential Solid Waste Collection within the County and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. FRANCHISE/SERVICE: The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial (i.e. unincorporated) jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Solid Waste Collection services as specified and to perform all of the work called for and described in the Contract Documents.

2. CONTRACT DOCUMENTS: The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

EX 1-3

- a. The Request for Proposals.
- b. The Instructions to Proposers.
- c. The Contractor's Proposal.
- d. The General Specifications.
- e. The resolution of the County ordering or authorizing the work and services contemplated herein.
- f. The Performance Bond.
- g. This instrument.
- h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. TERM: a. The term of this agreement, if allowable by law, will be for three (3) years concluding on the 30th day of June, 1996. In the event the terms of this contract are deemed to be an unlawful binding agreement and if the term is limited to a shorter period of time, it is the intent of the parties that this contract would terminate as provided by law. In any event, the contract is, upon its termination, renewable under all of the terms and conditions as herein specified for a period of time not to exceed the maximum allowed by the laws of the State of Alabama. Renewal of this contract may be made only by agreement of both parties, in writing, as provided herein.

It is anticipated that Contractor shall commence his service contract with the County under this agreement on or before the 1st day of July, 1993. In the event that the Contractor is able to commence operation under the agreement prior to that date, it may do so upon five (5) days' written notice to the County.

4. INSURANCE AND INDEMNITY: a. The Contractor shall hold Tuscaloosa County harmless from any and all claims or damages which may arise on account of any activity by the Contractor under this

EX-3

agreement and shall further hold the County harmless against any and all claims, suits, demands, judgments and decrees instituted or asserted by any party because of any act or omission of the Contractor or its employees in the performance hereunder in connection with this agreement, including all reasonable attorney fees; the Contractor shall not be liable for any such claims, etc. resulting from a willful or negligent act or omission of the County, its officers, agents, servants and employees. Contractor shall furnish the County for its protection, an endorsement on its comprehensive liability insurance naming the County as an additional insured party.

b. The Contractor shall provide, maintain and furnish comprehensive general and motor vehicle liability and property damage liability insurance in the amounts of at least \$1,000,000.00 for each person, \$1,000,000.00 for each accident and \$100,000.00 in property damage coverage and furnish the County with a certification of Insurance showing such insurance to be in force and naming the County as an additional insured party under such policies of insurance and further requiring that the company furnish the County, in writing in advance, a thirty (30) day notice of cancellation.

c. The Contractor shall comply with all provisions of applicable statutes relative to Workmen's Compensation Laws and shall hold harmless the County from any claim relative to injury to the employees of the Contractor or other claims as might be brought

Exl-3

under the Workmen's Compensation laws of the State of Alabama.

5. DEFAULT: The Contractor shall be deemed to be in default under this contract upon the occurrence of any one of the following:

(1) Cancellation of failure to renew the Certificate as issued by the West Alabama District Health Department authorizing the Contractor to perform the services covered by this Contract.

(2) Failure to perform any requirement of this agreement which failure continues after five (5) days written notice to the Contractor to correct such failures.

(3) Cancellation of the Performance Bond, or any of the Certificates of Insurance as required in this agreement.

6. FAILURE TO PERFORM: The Contractor shall not be in default for failure to perform caused solely by the following:

(1) Any matter which is beyond the control of the Contractor such as work stoppages, vandalism, strikes, unforeseen destruction of property, riot and/or insurrection.

(2) Acts of nature, such as tornado, windstorms, fire, and all acts commonly referred to as force majeure.

7. INDEPENDENT CONTRACTOR: It is agreed between the County and the Contractor that the Contractor is an independent contractor. Neither the County nor its officers, agents or employees shall be liable for damages, claims, actions, or causes of action, brought against the Contractor, or for the activities of the Contractor.

Notwithstanding any of the provisions of this Agreement, it is

agreed that the County has no financial interest in the business of Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall the County be deemed or construed to be partner, joint adventurer or otherwise interested in the assets of Contractor, or profits earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of the County in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

Contractor in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the County but shall be deemed to be an independent contractor in every respect. County does not and will not assume any responsibility for the means by which or manner in which services by Contractor, provided for herein, are performed, but on the contrary, Contractor shall be wholly responsible therefor.

8. NOTICES: Any notice or communication required necessary under this agreement should be forwarded to the parties at the following addresses:

COUNTY:

Tuscaloosa County Commission
P O Box 113
Tuscaloosa, AL 35402

CONTRACTOR:

Waste Management of Alabama
P O Box 2708
Tuscaloosa, AL 35403

and

Barry L. Mullins
Mullins & Spence
Attorneys
2600 Sixth Street

Tuscaloosa, Alabama 35401
(205) 345-8643

9. ASSIGNMENT: The services to be performed by the Contractor are based upon its accepted bid to the County and this contract and such rights, privileges and responsibilities as incurred by Contractor in this agreement shall not be assigned or transferred to any other parties without the written consent of the County and the written approval of the West Alabama District Health Department.

10. AMENDMENT: This agreement shall not be altered, changed or amended other than by mutual consent of the parties hereto. Written amendments shall be attached to the original document.

IN WITNESS WHEREOF, We, the contracting parties, by duly authorized agents, hereto affix our signatures and seals on the day and year first above written.

ATTEST:

Robert H Johnston
As Its: County Clerk

ATTEST:

As its: _____

TUSCALOOSA COUNTY, ALABAMA

By: W. Hardy McCallum
W. Hardy McCallum,
Chairman of the Tuscaloosa
County Commission

WASTE MANAGEMENT OF ALABAMA,
INC.

By: [Signature]
As its: PRESIDENT ; Gen'l. Mgr.

Ex 1-3

TUSCALOOSA COUNTY

RESIDENTIAL SOLID WASTE COLLECTION
GENERAL SPECIFICATIONS

1.00 Definitions

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundles
- 1.04 County
- 1.05 Construction Debris
- 1.06 Container
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 County Contract Administrator
- 1.10 Dead Animals
- 1.11 Disposal Site
- 1.12 Garbage
- 1.13 Hazardous Waste
- 1.14 Producer
- 1.15 Refuse
- 1.16 Residential Refuse
- 1.17 Residential Unit
- 1.18 Rubbish
- 1.19 Stable Matter

2.00 Scope of Work

3.00 Type of Collection

- 3.01 Service Provided
- 3.02 Location of Containers, Bags and Bundles for Collection

4.00 Operation

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal
- 4.09 Notification
- 4.10 Point of Contract

5.00 Compliance With Laws

- 6.00 Effective Date
- 7.00 Nondiscrimination
- 8.00 Indemnity
- 9.00 Licenses and Taxes
- 10.00 Term
- 11.00 Insurance
- 12.00 Bond
 - 12.01 Performance Bond
 - 12.02 Power of Attorney
 - 12.03 Sole Remedy
- 13.00 Basis and Method of Payment
 - 13.01 Rates
 - 13.02 Modification to Rates
 - 13.03 Contractor to Act as Collector
 - 13.04 Contractor to Notify County
- 14.00 Transferability of Contract
- 15.00 Exclusive Contract

1.00 Definitions

- 1.01 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture, and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volume greater than those allowed for containers
- 1.03 Bundle - Newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. in weight.
- 1.04 County - Tuscaloosa County, Alabama
- 1.05 Construction Debris - Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.06 Container - A receptacle with a capacity of a minimum of ninety gallons, constructed of plastic, metal or fiberglass, having wheels for ease of movement to the curbside by the customer, handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base.
- 1.07 Contract Documents - The Request for Proposals, Instructions to Proposers, Contractor's Proposal, General Specifications, the Contractor's Performance Bond, and any Addenda or changes to the foregoing documents agreed to by the County and the Contractor.
- 1.08 Contractor - The person, corporation, or partnership performing Refuse collection and disposal under contract with the County.
- 1.09 County Contract Administrator - The liaison between the County and Contractor.
- 1.10 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from

Ex 1-3

any cause, except those slaughtered or killed for human use or consumption.

- 1.11 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse and Dead Animals for processing or final disposal.
- 1.12 Garbage - Every accumulation of waste (animals, vegetable and/or other matter) that results from the preparation, processing consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animals or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.13 Hazardous Waste - Waste , in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency of appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State Law. For purposes of this Contract, the Term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.14 Producer - An occupant of a Residential Unit who generates Refuse and Residential Refuse.
- 1.15 Refuse - This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit unless the Context otherwise requires.
- 1.16 Residential Refuse - All Garbage generated by a Producer at a Residential Unit.
- 1.17 Residential Unit - A dwelling within the corporate limits of the County occupied by a person or group of persons comprising not more than four families. A

Ex 1-3

Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.18 Rubbish - All waste wood, wood products, tree trimmings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.19 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.00 Scope of Work

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God over which the Contractor has no control.

- 2.01 Storms and Other Disasters - In case of a storm, flood, hurricane or other disaster or other Acts of God, the County shall grant the Contractor reasonable variance from regular schedules and routes.

In case of a storm or other disaster or other Acts of God where it is necessary for the Contractor to perform services beyond the scope of this Contract, the

Contractor and the County shall negotiate the amounts to be paid to the Contractor.

3.00 Type of Collection

3.01 Service Provided

(a) The Contractor will provide, and maintain ownership, one (1) container as defined in 1.06 to each Residential Unit on a one time initial issue basis. Replacement of the initial issue container or requests for additional containers will be at the expense of the Residential Unit.

(b) The Contractor shall provide curbside collection service for the collection of Residential Refuse and Bundles to each Residential Unit one (1) time per week. Containers, bags, and Bundles shall be placed at curbside by 7:00 a.m. on the designated collection day.

(c) The Contractor shall not provide for the collection of Stable Matter.

3.02 Location of Containers, Bags, and Bundles for Collection

Each Container, Bag, and Bundle shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled County roadways (including alleys). Containers, Bags, and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags, and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag, or Bundle not so placed. Exceptions shall be made on an individual basis for handicapped residents, provided proof of need can be supplied to the Contractor by the county.

4.00 Operation

4.01 Hours of Operation - Collection of Refuse shall not begin before 7:00 a.m. Exceptions to collection hours shall effected only upon mutual agreement of the County and Contractor.

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- 4.02 Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to County for approval changes in routes or days of collection, which approval shall not be unreasonable withheld. Any changes in existing routes shall not be implemented until sufficient period of time has for customer notification.
- 4.03 Holidays - The following shall be holidays for purposes of this Contract:
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- If a customers' normal collection day falls on or after a scheduled holiday then customers' solid waste will be picked up one (1) day later in that particular week.
- 4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse within 24 hours after the complaint is received. If a problem continues to exist, the County contract Administrator shall investigate.
- 4.05 Collection Equipment - The Contractor shall provide and adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor.
- 4.06 Office - The Contractor shall maintain an office within the County through which it can be contacted.

Ex 1-3

It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times.

- 4.07 Hauling - All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking spilling or blowing are prevented.
- 4.08 Disposal - All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site as designated by the County.
- 4.09 Notification - The County shall issue the initial notification to all Residents about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection, Any future changes will become the responsibility of the Contractor.
- 4.10 Point of Contact - All dealings, contacts, etc., between the Contractor and the County shall be directed to the Contractor: _____
(title of position or office) and to the County: _____

5.00 Compliance With Laws

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the County on the subject.

6.00 Effective Date

This Contract shall be effective upon the execution of the Contract, and performance of such Contract shall be at full service on or before May 1, 1993.

7.00 Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

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8.00 Indemnity

The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the County, its officers, agents, servants and employees.

9.00 Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the County.

10.00 Term

The Contract shall be for a three (3) year period beginning upon the commencement date of this Contract and ending three (3) years thereafter. The County reserves the right, through mutual agreement with Contractor, to extend this Agreement for an additional three (3) year period beyond the initial term.

11.00 Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

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12.00 Bond

12.01

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said Surety bond must be in the amount of 5% of the total contract amount and may provide for a pro rata reduction therein annually over the term on the contract.
- (b) The premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Alabama.

12.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

12.03 Sole Remedy - The County's sole remedy for breach of contract under this Contract or failure to perform shall be to make demand under the terms of the Performance Bond.

13.00 Basis and Method of Payment

13.01 Rates

- (a) For collection services required to be performed pursuant to Section 3.01 (b), the charges shall not exceed the rates as fixed b Contract Documents, as adjusted in accordance with Section 13.02.
- (b) The Refuse collection charges provided by Section 13.01 (a) shall include all related costs and shall be modified as set forth in Section 13.02. If the Contractor receives notification of a disposal site change, then the Contractor shall promptly notify the County of said disposal site change effect on the rate to the County and such change shall be negotiated. See Section 13.02 (c).

Ex 1-3

13.02 Modification to Rates

- (a) The fees or compensation payable to the Contractor for the second and subsequent years of the term thereof shall be adjusted upward or downward to reflect the percentage change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), United States All Urban Consumer, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve month contract period.
- (b) In addition to the foregoing, the fees which may be charged by the Contractor shall be increased to reflect increases in disposal cost, which is beyond the control of the Contractor, as well as increases in the number and type of Commodities the Contractor is required to collect.
- (c) In addition to the above, the Contractor may petition the County at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, regulations, changes in location of disposal sites, an increase in the number of residential Units as set forth in paragraph 14 of the Instructions to Proposers, such as County growth or annexation, or resulting from a substantial decrease in residential units from annexation by any municipality; and for other reasons.

13.03 Contractor to Act as Collector - The Contractor shall be responsible for billing quarterly and collecting from all Residential Units for services provided by the Contractor pursuant to Section 3.01.

13.04 Contractor to Notify County - The Contractor shall notify the Tuscaloosa County Health Department in writing, on a monthly basis, as to the status of all delinquent and closed accounts.

14.00 Transferability of Contract

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or part by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor.

EX-3

15.00 Exclusive Contract

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Refuse collection, removal and disposal services from Residential Units within the unincorporated areas of the County.

Ex 1-3

16. Equipment

The Contractor will provide sufficient trucks to accomplish all work required. A list of equipment to be used must be submitted with the Proposal.

17. Disposal Site

The Propser shall calculate his proposal based on dumping all Residential refuse collected under this contract at the Tuscaloosa Solid Waste Authority Incinerator. Calculations for dumping Bulky Waste and Construction Debris collected under this contract will at the two appropriate County landfills (Holt Landfill and Harris Landfill).

18. Start Up

The Contractor shall be at full service on or before May 1, 1993.

19. Purging of Freon

The Contractor shall be responsible for complying with all applicable EPA/ADEM and/or Federal requirements including but not limited to purging refrigerators and air conditioners of freon prior to disposal.

EX 1-3

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

**RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION
APPROVING REVISIONS TO THE TUSCALOOSA COUNTY SUBDIVISION
REGULATIONS**

WHEREAS, Section 11-24-1, et seq., of the Code of Alabama (1975), authorizes the County Commission to establish procedures and standards for the design and development of subdivisions, or additions to existing subdivisions, within the subdivision jurisdiction of Tuscaloosa County;

WHEREAS, on April 8, 2014, a new section of the Code of Alabama (1975) became effective: Section 11-24-2.1 entitled, "Developer authorized to secure pre-sale agreements for proposed subdivision development";

WHEREAS, Tuscaloosa County Commission determines that it is wise, expedient and necessary to revise the existing subdivision regulations to conform to the new law; and

WHEREAS, the County Engineer has provided the Commission with the suggested revisions to the subdivision regulations set forth in Exhibit "A" hereto.

NOW, THEREFORE, be it resolved by the Tuscaloosa County Commission, that the Tuscaloosa County Subdivision Regulations are hereby revised as set forth in Exhibit "A" hereto, and that the County Commission affirmatively approves and adopts the regulations so revised as the official subdivision regulations for 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 7th day of January, 2015.

TUSCALOOSA COUNTY COMMISSION

By: 

W. Hardy McCollum, Judge of Probate

ATTEST:


Melvin Vines, County Administrator

APPROVED THIS THE 7th DAY OF January, 2015.

EX-4

EXHIBIT "A"

Tuscaloosa County Subdivision Regulations, Article IV, Section 4-1 Approval of Subdivision Plats Required (page 16):

Insert bolded language below at the end of first sentence, so that the first sentence reads as follows:

From and after May 12, 1999, no subdivision plat of land within the subdivision jurisdiction as defined in Article III of these regulations shall be constructed, built, filed or recorded, nor shall any lots be sold, offered for sale, transferred, or leased until the plat has been submitted to the Tuscaloosa County Public Works Department and approved by the Tuscaloosa County Commission, **except in the event pre-sale agreements are authorized by the Tuscaloosa County Engineer in accordance with Alabama Code Section 11-24-2.1, the procedure for which is set forth below in Section 4-10.**

At the top of page 16, in the list of sections within Article IV Approval of Subdivision Plats, insert the following bolded item at the bottom of the list:

4-10 PRE-SALE AGREEMENT AUTHORIZATION

Insert a new Section 4-10 at the end of Article IV, as follows:

SECTION 4-10 PRE-SALE AGREEMENT AUTHORIZATION

(a) Notwithstanding the provisions of Alabama Code Section 11-24-2, the developer may obtain authorization from the Tuscaloosa County Engineer to secure pre-sale agreements from prospective buyers of property included in a proposed subdivision development prior to obtaining the permit to develop if the developer establishes to the satisfaction of the County Engineer that: (1) the developer has a preliminary plan for the subdivision development that is likely to be approved under the Tuscaloosa County Subdivision Regulations and (2) the developer has explained to the satisfaction of the County Engineer the reasons for requesting authorization to secure pre-sale agreements.

(b) Upon receiving authorization from the County Engineer for the developer to secure pre-sale agreements as provided in subsection (a), the developer shall notify the County Engineer in writing when financing has been obtained, and if no such notification is received within six months of the date the authority is granted, the authority shall be revoked by the operation of law and any further efforts on the part of the developer to secure pre-sale agreements shall be a violation of Chapter 24 of the Alabama Code punishable by fines as set out in Alabama Code Section 11-24-3. The developer may request from the County Engineer an extension of the time set forth herein for notification in order to

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allow the developer additional time to secure pre-sale agreements; provided that no pre-sale agreements may be entered into following the six-month time period until and unless an extension has been granted.

(c) Any pre-sale agreements secured by the developer under authority of this section shall clearly state that any final sale of the property shall not take place until and unless the developer has obtained a permit to develop pursuant to the requirements of Alabama Code Section 11-24-2. Any pre-sale agreements executed in violation of Chapter 24 of the Alabama Code shall be punishable by fines as set out in Alabama Code Section 11-24-3. Additionally, the failure to comply with this section shall result in the County Engineer revoking the authority granted to secure pre-sale agreements for the proposed development.

(d) The authorization to secure pre-sale agreements from prospective buyers of property included in a proposed subdivision development prior to obtaining the permit to develop as provided in this section shall in no way affect the developer's requirement to comply with the Tuscaloosa County Subdivision Regulations and, in particular, to obtain the permit to develop as provided in Alabama Code Section 11-24-2 prior to the actual sale, offering for sale, transfer, or lease of any lots from the subdivision except as specifically authorized in this section.

EX1-4

EXHIBIT "A"

Tuscaloosa County Subdivision Regulations, Article IV, Section 4-1 Approval of Subdivision Plats Required (page 16):

Insert bolded language below at the end of first sentence, so that the first sentence reads as follows:

From and after May 12, 1999, no subdivision plat of land within the subdivision jurisdiction as defined in Article III of these regulations shall be constructed, built, filed or recorded, nor shall any lots be sold, offered for sale, transferred, or leased until the plat has been submitted to the Tuscaloosa County Public Works Department and approved by the Tuscaloosa County Commission, **except in the event pre-sale agreements are authorized by the Tuscaloosa County Engineer in accordance with Alabama Code Section 11-24-2.1, the procedure for which is set forth below in Section 4-10.**

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EX-4

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(d) The authorization to secure pre-sale agreements from prospective buyers of property included in a proposed subdivision development prior to obtaining the permit to develop as provided in this section shall in no way affect the developer's requirement to comply with the Tuscaloosa County Subdivision Regulations and, in particular, to obtain the permit to develop as provided in Alabama Code Section 11-24-2 prior to the actual sale, offering for sale, transfer, or lease of any lots from the subdivision except as specifically authorized in this section.

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