

TUSCALOOSA COUNTY COMMISSION

MEETING

May 21, 2008

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:

Don Wallace  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the following payments:

Almon Associates - \$28,972.43 for engineering services on Southeast (Duncanville) Middle School Access Road Project

Burk-Kleinpeter, Inc. - \$35,012.50 for construction management services on Eastern (LakeView) Elementary School Access Road Project

Exhibit 5-1, Pages 639-640

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment in the amount of \$287,103.84 to Tomlin Construction, LLC for work completed on the Eastern (LakeView) Elementary School Access Road Project.

Exhibit 5-2, Page 641

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of \$87,618.31 to GFC Construction Inc. for work completed on the Southeast (Duncanville) Middle School Access Road Project.

Exhibit 5-3, Page 642

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for eleven new 2008 CAT 140M motor graders to Thompson Tractor Co., Inc., utilizing the three year buyback option. The bids were opened May 14, 2008.

Exhibit 5-4, Pages 643-645

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the sale of eleven used 2004 CAT 140H motor graders as follows: three to Ironman Equipment Brokerage Services LLC and eight to Black Warrior Auction. The bids were opened May 14, 2008.

Exhibit 5-5, Pages 646-654

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the rental of a D8T bulldozer to Thompson Tractor Co., Inc. The bid was opened May 14, 2008.

Exhibit 5-6, Pages 655-656

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the sale of a used 1995 D7H CAT dozer to Ritchie Bros. Auctioneers. The bids were opened May 14, 2008.

Exhibit 5-7, Pages 657-663

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to grant a waiver of Tuscaloosa County Subdivision Regulations for the existing brick mailboxes in the right-of-way of Hunter's Pointe Drive.

Exhibit 5-8, Page 664

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt resolutions accepting the streets in Hunters Point and Wenwood Phase I for maintenance by Tuscaloosa County.

Exhibit 5-9, Pages 665-666

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to enter into an agreement with the Alabama Department of Transportation covering the financing of construction costs for the Boyd Road Bridge Replacement Project.

Exhibit 5-10, Pages 667-671

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into an Agreement Between Tuscaloosa County and the City of Tuscaloosa for a County Right-of-Way Permit. Under this agreement, the county grants a permit to the city to open cut Sanders Ferry Road for the installation of a water main at 6444 Sanders Ferry Road to serve the proposed Army Corps of Engineers building and a sanitary sewer force main along Sanders Ferry Road.

Exhibit 5-11, Pages 672-678

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to accept the bid for welded wire reinforcing sheets from Ivy Steel & Wire if specifications are met.

Exhibit 5-12, Page 679

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to accept the low bid meeting specifications for two (2) or more KOHLER 30RYG or equal generators for the Sheriff's Office new radio system. Bidding firms were as follows:

Reagan Equipment Co. Inc.  
Kossen Equipment Inc.

Exhibit 5-13, Pages 680-681

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to grant easement rights to the Tuscaloosa County Board of Education to construct a school sign at the entrance of the new access road to Duncanville Middle School.

Exhibit 5-14, Page 682

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to complete the parking lot project at the softball complex on campus at Tuscaloosa County High School.

Exhibit 5-15, Page 683

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to negotiate with CFM Group to determine the scope of work that needs to be done and develop a contract for consulting services to the county regarding county requirements for floodplain regulation and administration.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to establish and post a 40 MPH speed limit on Hargrove Road East.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to install STOP signs and crosswalks near Hillcrest High School at the intersections of Patriot Parkway and Remington Parkway and at Patriot Parkway and Hillcrest Drive; and to install a maximum of four speed tables along Patriot Parkway if deemed necessary. The Tuscaloosa County Sheriff's Office will determine the appropriate speed limit to be posted on Patriot Parkway and will report back to the Commission.

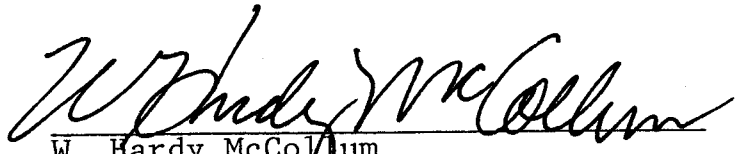
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to prepare and bring back to the Commission a cost estimate to assist Sprayberry Education Center in resurfacing and enlarging the parking lots at their facility, which is a part of the Tuscaloosa County School System.

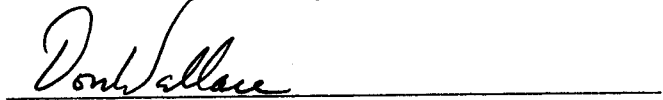
Exhibit 5-16, Page 684

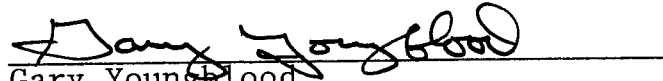
Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to participate jointly with the City of Tuscaloosa in a feasibility study for a proposed drainage project in the Greenview/Oakdale area. Both city and county residents would be affected by the project.

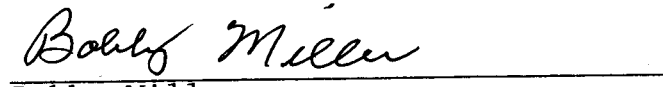
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reappoint Judge Joseph Colquitt to the DCH Healthcare Authority Board of Directors. The term will expire June 30, 2014.

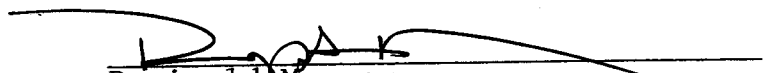
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, June 18, 2008.

  
W. Hardy McCallum  
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



P.O. Drawer 2729  
Tuscaloosa, AL 35403

**Invoice**

May 1, 2008  
Project No: 2006168.20  
Invoice No: 0000016

Mr. Bobby Hagler  
2810 35th Street  
Tuscaloosa AL 35401

US 82 to Duncanville Middle School  
Professional services from April 1, 2008 to April 30, 2008

**Professional Personnel**

**Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)  
Complete**

**Phase I Final Design (NTE \$122,800) (Billed to date \$ 120,426.93)**

	Hours	Rate	Amount	
Project Manager	98.00	120.00	11,760.00	
Professional Engineer	10.00	100.00	1,000.00	
Staff Engineer	103.00	80.00	8,240.00	
Sr. Professional Land Surveyor	.00	125.00	.00	
Professional Land Surveyor	.00	80.00	.00	
Engineering Tech III	2.50	75.00	187.50	
Clerical	34.00	45.00	1,530.00	
			22,530.00	
<b>Direct Expenses: Advertisement for Bids</b>				
			396.00	
Birmingham			550.25	
Montgomery			636.18	
Huntsville				
				<b>Total Phase I 24,112.43</b>

**Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$ 9,065.00)**

Project Manager II	14.00	120.00	1,680.00	
Staff Engineer	33.00	80.00	2,640.00	
Engineering Tech III	6.00	75.00	450.00	
Clerical	2.00	45.00	90.00	
			4,860.00	
				<b>Total Phase I Const 4,860.00</b>

**No Activity**

**Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)**

**No Activity**

received  
5-8-08

**Total this invoice \$28,972.43**  
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 5-1

# 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



OVER 95 YEARS OF SERVICE

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

PRESIDENT

GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT

O. JEFFREY WOOD, PE

April 30, 2008

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

Re: Eastern Elementary School  
Access Rd  
Invoice #10  
BKI Job No. 3308

For professional services rendered on the referenced project through the month of April 2008.

PAYMENT REQUEST NO. 10

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN SERVICES	\$ 186,470.00	100%	\$186,470.00	\$ -
SURVEY SERVICES	\$ 71,016.00	91%	64,344.00	
GEOTECHNICAL SERVICES	\$ 78,210.00	93%	\$ 73,082.85	\$ -
RESIDENT INSPECTION SERVICES	\$ 240,000.00	50%	\$120,544.98	\$ 31,437.50
CONSTRUCTION SURVEY SERVICES	\$ 27,500.00	64%	\$ 17,541.00	\$ 2,160.00
CONSTRUCTION TESTING SERVICES	\$ 60,500.00	28%	\$ 16,793.00	\$ 1,415.00
ROW	\$ 10,000.00	100%	10,000.00	-

ADVERTISEMENT TO BID ADS 809.49

TOTALS: \$489,585.32 \$ 35,012.50

LESS PREVIOUSLY INVOICED: (454,572.82)

AMOUNT DUE THIS INVOICE: \$ 35,012.50

BKI Invoice: 45056  
JC

received  
5.15.08

EX 5-1

**APPLICATION AND  
CERTIFICATION FOR  
PAYMENT**

**SCHEDULE OF VALUES**

ESTIMATE NO. 3  
DATE 4/30/2008

**COVER SHEET**

<b>TO OWNER</b> Tuscaloosa County 714 Greensboro Avenue Tuscaloosa, AL 35401	<b>PROJECT</b> Eastern Elementary Access Road
<b>FROM CONTRACTOR</b> Tomlin Constructon LLC 641 Lum Fife Road Gordo, AL 35466	<b>ENGINEER</b> Mr. Craig Williams Burk-Kleinpeter, Inc. 600 Lurleen Wallace Blvd Suite 180 Tuscaloosa, Al 35401-1734

TOTAL ORIGINAL CONTRACT.....	\$	2,276,348.77
CHANGE ORDER(S) THROUGH	\$	-
TOTAL CONTRACT TO DATE.....	\$	2,276,348.77
1. Work completed to Date per attached Schedule of Values ( <u>55</u> ) %	\$	1,245,295.22
2. Stored Materials:	\$	-
3. Total Completed Work and Stored Materials.....	\$	1,245,295.22
4. Total Retainage Held( 5%).....	\$	47,154.04
5. Less Materials & Property Payments by the Owner.....		
6. Total Due.....	\$	1,198,141.18
7. Less Total Previous Payments.....	\$	895,926.61
8. Total Estimate.....	\$	302,214.57
9. Retainage Held this Estimate( 5%).....	\$	15,110.73
10. Balance Due This Estimate.....	\$	287,103.84

<p align="center"><b>CONTRACTOR'S CERTIFICATION</b></p> <p>The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were Issued and payments received from the owner and that current payment shown herein has not yet been received.</p> <p>By <u>Larry Joni</u> Date <u>5/7/08</u> <u>Managing member</u> (Title)</p> <p>Sworn and subscribed before me this <u>7th</u> day of <u>May</u> 20<u>08</u> <u>[Signature]</u> L.S. Notary Public</p>	<p align="center"><b>ENGINEER CERTIFICATION</b></p> <p>In accordance with the Contract Documents, The Eginer certifies to the Owner that, to the best of the Eginer knowledge and belief, the Work has progressed to the point indicated herein, the Quantity of the Work is in Accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved</p> <p><u>[Signature]</u> (Engineer)</p> <p>By <u>BURK-KLEINPETER, INC.</u> Date <u>5/9/08</u></p>
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**REVIEW AND APPROVALS**

Approved by _____	_____	Date _____
(Owner)	Signature	
Approved by _____	_____	Date _____
(Owner)	Signature	
Approved by _____	_____	Date _____
(Owner)	Signature	

*(Handwritten initials)*



# APPLICATION FOR PAYMENT

Attach Schedule of Values

ESTIMATE NO. 1

DATE: 5/16/08


Pay Request for May 2008

<p>TO OWNER: Tuscaloosa County 714 Greensboro Avenue Tuscaloosa, AL 35401</p>	<p>PROJECT: Southeast Middle School Access Road and Improvements to Bear Creek Road</p>
<p>FROM CONTRACTOR: GFC Construction, Inc. PO Box 87 Duncanville, AL 35456</p>	<p>TO: Engineer Almon Associates, Inc. 2008 12th Street P.O. Drawer 2729 Tuscaloosa, AL 35403</p>

## STATEMENT OF CONTRACT ACCOUNT:

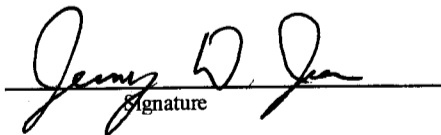
1	Original Contact Amount	\$ 4,312,204.87
2	Approved Change Order (NET - As per attached breakdown)	\$ -
3	<b>ADJUSTED CONTRACT AMOUNT</b>	<b>\$ 4,312,204.87</b>
4	Value of Work Completed to Date (as per attached breakdown)	\$ 92,229.80
6	Materials Stored on Site (as per attached breakdown)	\$ -
7	<b>TOTAL TO DATE</b>	<b>\$ 92,229.80</b>
8	Less Retainage (5%)	\$ 4,611.49
9	<b>Subtotal Less Retainage</b>	<b>\$ 87,618.31</b>
10	Total of Previous Applications	\$ -
11	<b>AMOUNT DUE THIS REQUEST</b>	<b>\$ 87,618.31</b>

GFC Construction, Inc.

  
Paul Burkhalter  
Project Manager

### REVIEW AND APPROVALS

Approved by ALMON Associates, Inc.  
Engineer

  
Signature

5/15/08  
Date

Approved by Tuscaloosa County  
Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

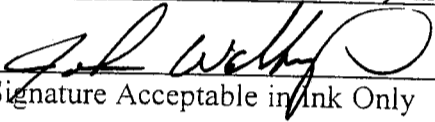


EX 5-3

BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid (Caterpillar 140M) Motor Grader	Each	<u>\$229,000.00 Each</u>
Buyback Bid 3 Yr. Option	Each	<u>\$200,000.00 Each</u>

FIRM THOMPSON TRACTOR CO., INC.

BY  JOHN WALDROP  
Signature Acceptable in Ink Only

DATE May 14, 2008

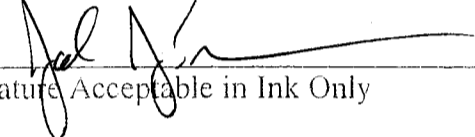
BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Motor Grader	Each	<u>\$187,800.00</u>

Buyback Bid 3 Yr. Option	Each	<u>\$90,000.00</u>
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See attached buyback price  
and return provision letter.

FIRM Tractor & Equipment Company

BY   
Signature Acceptable in Ink Only

DATE May 14, 2008

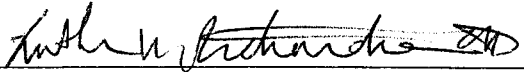
Komatsu GD655-3EO Motor Graders

Please note the GD655 has conventional controls and steering wheel,  
not joystick controls.

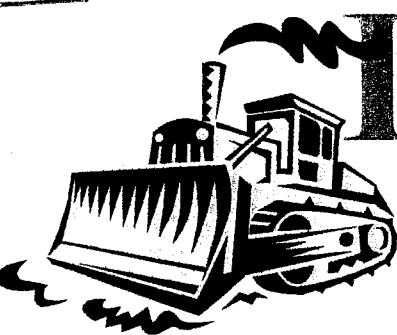
BID FOR NEW MOTOR GRADERS

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Base Bid Deere 770D Motor Grader Motor Grader	Each	<u>\$174,700.00</u>
Buyback Bid 3 Yr. Option	Each	<u>\$132,700.00</u>

FIRM Warrior Tractor & Equipment Co., Inc.

BY   
Signature Acceptable in Ink Only

DATE May 14, 2008



# IRONMAN

**Equipment Brokerage Services, LLC**

11837 Grandview Drive Northport, Al 35475 (205) 292-9155

May 14, 2008

Tuscaloosa County Commission  
P.O. Box 20113  
Tuscaloosa, Alabama 35402

Gentlemen:

In response to your request for bid for the sale of eleven (11) used Caterpillar 140H motorgraders we are pleased to submit the following bids for your consideration.

- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00617..... \$138,002.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00618..... \$145,352.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00621..... \$150,102.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00622..... \$145,852.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00641..... \$148,502.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00620..... \$153,352.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00623..... \$145,352.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00653..... \$148,502.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00646..... \$157,002.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00644..... \$154,352.00
- One (1) 2004 Caterpillar 140H Motorgrader serial # CCA00645..... \$149,352.00

The above is eleven (11) individual bids, one bid for each motorgrader, and is not contingent on being awarded the bid for more than one machine. However, this bid is for up to a total of five (5) of the motorgraders and no more.

This bid is for the above motorgraders delivered f.o.b. the Tuscaloosa County Shop and is based on the machines being in same condition as when inspected by Ironman Equipment Brokerage Services on May 5, 2008 and with all tires being 50% or better with no sidewall cuts, all cutting edges being 75% or better, minimum of 5 teeth in all scarifiers, all machines cleaned & washed, and with no broken glass or sheet metal damage. Payment will be made in full to Tuscaloosa County Commission upon physical receipt of the following: (a) Bill of Sale, (b) Title, if applicable, (c) Physical Possession of the machine(s). Bank letter of guarantee of funds is on file with the Tuscaloosa County Commission.

Sincerely,  
Ironman Equipment Brokerage Services, LLC

J. Joe Butts  
President

EX 5-5

**BID FOR USED 2004 CATERPILLAR 140H MOTOR GRADERS**

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2004 Caterpillar 140H Motor Grader		153,333.00
S.N. CCA617	Each	<u>153,333.<sup>00</sup></u>
S.N. CCA618	Each	
S.N. CCA621	Each	
S.N. CCA622	Each	
S.N. CCA641	Each	
S.N. CCA620	Each	
S.N. CCA623	Each	
S.N. CCA653	Each	
S.N. CCA646	Each	
S.N. CCA644	Each	
S.N. CCA645	Each	

TOTAL Purchase Bid      \$ 1,686,663.<sup>00</sup>

Name of Company: Black Warrior Auction

Mailing Address: 7110 Black Warrior Rd, Tusc, AL 35401

Telephone Number: 205-752-7800

Name: Mark White

Title: President

Date: 5-12/08

EX 5-5

**TRADE IN VALUE**

We do hereby on this the 14th day of May 2008 offer the Tuscaloosa County Commission the amounts listed below for Eleven (11) 2004 Model Caterpillar 140H Articulating Motor Graders.

Serial Number CCA00617	\$125,000.00
Serial Number CCA00618	\$120,000.00
Serial Number CCA00620	\$140,000.00
Serial Number CCA00621	\$130,000.00
Serial Number CCA00622	\$125,000.00
Serial Number CCA00623	\$120,000.00
Serial Number CCA00641	\$140,000.00
Serial Number CCA00644	\$140,000.00
Serial Number CCA00645	\$140,000.00
Serial Number CCA00646	\$145,000.00
Serial Number CCA00653	\$130,000.00

Sworn and subscribed before me this 12<sup>th</sup> day of May 2008.

Jacy R Waldrop  
Notary Public MY COMMISSION EXPIRES APRIL 9, 2011

By John Waldrop  
John Waldrop / Sales Representative

Thompson Tractor Company, Inc.  
3550 Joe Mallisham Parkway  
Tuscaloosa, Alabama 35401  
(205) 247-2800

3550 Joe Mallisham Parkway Tuscaloosa AL 35401  
(205) 247-2800

Birmingham•Anniston/Oxford•Auburn/Opelika  
Dothan•Grove Hill•Huntsville/Decatur  
Mobile•Montgomery•Tuscaloosa•Tuscumbia  
Crestview, FL•Marianna, FL

EX 5-5

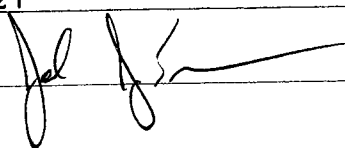
**BID FOR USED 2004 CATERPILLAR 140H MOTOR GRADERS**

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2004 Caterpillar 140H Motor Grader		
S.N. CCA617	Each	\$130,500.00
S.N. CCA618	Each	\$130,500.00
S.N. CCA621	Each	\$130,500.00
S.N. CCA622	Each	\$130,500.00
S.N. CCA641	Each	\$130,500.00
S.N. CCA620	Each	\$130,500.00
S.N. CCA623	Each	\$130,500.00
S.N. CCA653	Each	\$130,500.00
S.N. CCA646	Each	\$130,500.00
S.N. CCA644	Each	\$130,500.00
S.N. CCA645	Each	\$130,500.00

Name of Company: Tractor & Equipment Company

Mailing Address: 3820 Greensboro Ave Tuscaloosa, AL 35405

Telephone Number: 205-752-0621

Name: Jody Thomason 

Title: Branch Manager

Date: May 14, 2008

EX 5-5





May 14, 2008

County Commission  
Tuscaloosa County Alabama  
P.O. Box 20113  
714 Greensboro Avenue  
Tuscaloosa, AL 35402--113  
Attn: Bobby Hagler, County Engineer

Dear Mr. Hagler,

I am pleased to present to you IronPlanet.com, Inc. ("IronPlanet") proposal for the motor grader equipment package that you recently provided. The following proposal contains both a **Purchase Offer** and **Guarantee Offer**. Accompanying this proposal you will find a Schedule A that sets forth the items of equipment on which we are submitting our offer. In addition, you will find a completed "bid sheet", attached hereto as Schedule B. Payment shall be made to Seller after the equipment is made available for auction.

We extend this Purchase Offer and Guarantee Offer to the County Commission/Tuscaloosa County Alabama ("Seller") that the various items of equipment will not be available until the Seller has received replacements and is contingent upon IronPlanet being awarded all of the eleven (11) pieces of equipment. IronPlanet conducts auctions every other Thursday throughout the year. This should be conducive to the flexibility the Seller may require based on the unpredictability of new machine delivery.

**Section 1. Options**

**Option 1- Purchase Offer**

- IronPlanet will purchase all of the eleven (11) pieces of equipment listed on the attached Schedule 'A' and Schedule 'B' for \$1,442,600 ("Gross Sale").
- This Purchase Offer is valid for five (5) days from date shown above and requires equipment availability no less favorable than described below for the Guarantee Offer.
- If the Seller for any reason knowingly withholds or misrepresents information regarding the condition of this equipment IronPlanet may consider this offer null and void.
- This Purchase Offer anticipates there will be 50% or more wear life on tires, undercarriages and linkages. All machines will be cleaned and detailed by the seller. If this equipment requires additional cost to bring it to the aforementioned condition a price adjustment or additional make-ready may be necessary.
- Notwithstanding use or non-use of Schedule 'A' equipment, all pieces of equipment will be in as good or better condition as was viewed by IronPlanet. Additionally, all equipment will be washed and cleaned and, as identified on Schedule 'A', repairs will be made to certain equipment to bring the machines to a "**Rental Ready**" condition prior to final inspection by IronPlanet.

**Option 2 – Guarantee Offer:**

- IronPlanet will guarantee a gross auction sale of \$1,592,900 for those machines listed on the attached Schedule 'A' and Schedule 'B'.

EX 5-5

**BID FOR USED 2004 CATERPILLAR 140H MOTOR GRADERS**

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
<u>Trade-In, Individual Bid, or</u> <u>Guaranteed Auctioneer Consignment Price</u> 2004 Caterpillar 140H Motor Grader		
S.N. CCA617	Each	<u>134,000</u>
S.N. CCA618	Each	<u>135,000</u>
S.N. CCA621	Each	<u>136,000</u>
S.N. CCA622	Each	<u>135,000</u>
S.N. CCA641	Each	<u>137,000</u>
S.N. CCA620	Each	<u>140,000</u>
S.N. CCA623	Each	<u>135,000</u>
S.N. CCA653	Each	<u>136,000</u>
S.N. CCA646	Each	<u>146,000</u>
S.N. CCA644	Each	<u>139,000</u>
S.N. CCA645	Each	<u>142,000</u>

Name of Company: DEANCO AUCTION

Mailing Address: PO BOX 1248 Philadelphia Ms 39350

Telephone Number: 601-656-9768

Name: D. W. Dean

Title: OWNER

Date: 5-14-08

EX 5-5



P.O. Box 399 • Brooklyn, MS 39425  
2236 U.S. Hwy 49 S • Brooklyn, MS 39425  
PHONE: (601) 582-1932 (601) 582-7773  
1877: 244-7382 • FAX: (601) 582-1983  
www.durhamauctions.com

**BID FOR USED 2004 CATERPILLAR 140H MOTOR GRADERS**

Bid Item	Unit	Base Bid
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2004 Caterpillar 140H Motor Grader		
S.N. CCA 617	Each	\$136,288.00
S.N. CCA 618	Each	\$134,288.00
S.N. CCA 621	Each	\$140,288.00
S.N. CCA 622	Each	\$135,692.00
S.N. CCA 641	Each	\$138,692.00
S.N. CCA 620	Each	\$142,688.00
S.N. CCA 623	Each	\$132,688.00
S.N. CCA 653	Each	\$140,288.00
S.N. CCA 646	Each	\$148,268.00
S.N. CCA 644	Each	\$142,688.00
S.N. CCA 645	Each	\$146,292.00

Dollar amounts above may be considered net minimum auction guarantees or individual bid amounts at the discretion of Tuscaloosa County

Auction Commission with Hauling 8%

Name of Company: Durham Auctions Inc  
Mailing Address: P O Box 399 Brooklyn MS 39425  
Telephone Number: 601-582-1932  
Name: Jim Durham  
Title: Vice President  
Date: 5/13/2008

EX 5-5

**BID FOR USED 2004 CATERPILLAR 140H MOTOR GRADERS**

<u>Bid Item</u>	<u>Unit</u>	<u>Base Bid</u>
Trade-In, Individual Bid, or Guaranteed Auctioneer Consignment Price 2004 Caterpillar 140H Motor Grader		
S.N. CCA617	Each	<u>136,600</u>
S.N. CCA618	Each	<u>136,600</u>
S.N. CCA621	Each	<u>145,500</u>
S.N. CCA622	Each	<u>136,000</u>
S.N. CCA641	Each	<u>145,200</u>
S.N. CCA620	Each	<u>145,200</u>
S.N. CCA623	Each	<u>136,000</u>
S.N. CCA653	Each	<u>145,800</u>
S.N. CCA646	Each	<u>148,100</u>
S.N. CCA644	Each	<u>145,800</u>
S.N. CCA645	Each	<u>145,800</u>

\* \$ 1,589,719 for ALL 11 items \*

Name of Company: Ritchie Bros. Auctioneers

Mailing Address: 3017 Westwood Drive, Birmingham, AL 35223

Telephone Number: 205-937-9033

Name: Whoda P. Johnson

Title: Territory Manager Alabama

Date: 5/14/08



**ABSOLUTE Utility and Construction Auction Sales**  
www.jjkane.com

May 13, 2008


Tuscaloosa County  
Bobby Hagler  
P O Box 20113  
Tuscaloosa, Alabama 35402-0113

Dear Bobby,

We are pleased to offer the following proposal for a guarantee of the following equipment to our auction in Villa Rica, GA on June 25<sup>th</sup>. We will guarantee Tuscaloosa County \$1,435,000.00 for the (11) graders listed below with an (80%-20%) split on the upside. This means if the equipment sells for more than the guaranteed amount Tuscaloosa County will receive 80% of the proceeds over the guaranteed amount and JJ Kane will receive the remaining 20%. We can arrange the transport of these vehicles to our sales site in Villa Rica, GA and deduct this cost from the proceeds of the equipment. JJ Kane will charge a 0 % sellers fee for the sale of this equipment. JJ Kane will pay the cost to clean this equipment and de-identify everything prior to sale.

2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (5224 hours)	CCA617
2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (6023 hours)	CCA618
2004 140H Caterpillar, Motor Grader, S/N APM2202, EROPS, heat, a/c, (4475 hours)	CCA621
2004 140H Caterpillar, Motor Grader, S/N APM2203, EROPS, heat, a/c, (5625 hours)	CCA622
2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (4543 hours)	CCA641
2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (4051 hours)	CCA620
2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (6079 hours)	CCA623
2004 140H Caterpillar, Motor Grader, S/N APM2202, EROPS, heat, a/c, (4820 hours)	CCA653
2004 140H Caterpillar, Motor Grader, S/N APM2203, EROPS, heat, a/c, (2287 hours)	CCA646
2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (4282 hours)	CCA644
2004 140H Caterpillar, Motor Grader, S/N APM2208, EROPS, heat, a/c, (3554 hours)	CCA645

Our sales site will have live internet bidding available. I have submitted a contract with this proposal for your review. We look forward to working with Tuscaloosa County in the future and would like to be on future bid lists as equipment comes up for disposal.

Sincerely,  
  
Bo Gresham

EX5-5

ITEM BID: RENTAL BULLDOZER

AMOUNT BID: \$15,200.00 PER MONTH

Specify Delivery Date: 10 DAYS OR LESS

Model: CATERPILLAR D8T

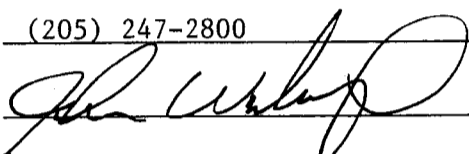
Description: 2006 WITH 958 SERVICE METER HOURS

Other: 176 HOURS PER MONTH / 28 DAYS PER MONTH

Name of Company: THOMPSON TRACTOR CO., INC.

Mailing Address: 3550 JOE MALLISHAM PARKWAY, TUSCALOOSA, AL 35401

Telephone: (205) 247-2800

Name:  JOHN WALDROP

Title: SALES REPRESENTATIVE

Date: MAY 14, 2008

EX 5-6

# Thompson



Thompson Tractor Company

May 14, 2008

Tuscaloosa County Commission  
P. O. Box 20113  
Tuscaloosa, Alabama 35402

Gentlemen,

In response to your request for bid on one (1) used rental bulldozer, we are pleased to offer the following for your consideration.

**One (1) Used Caterpillar D8T Track Type Tractor Rental.....\$15,200.00**  
**Meeting or exceeding all bid specifications. (PER MONTH)**

Rental rates quoted do not include any applicable taxes or insurance cost. Rates quoted are for 176 hours of operation for a 28 day month.

As always, we thank you for the opportunity to quote your equipment needs.

Sincerely,  
Thompson Tractor Company, Inc.

John Waldrop  
Sales Representative

3550 Joe Mallisham Parkway Tuscaloosa AL 35401  
(205) 247-2800

Birmingham•Anniston/Oxford•Auburn/Opelika  
Dothan•Grove Hill•Huntsville/Decatur  
Mobile•Montgomery•Tuscaloosa•Tuscumbia  
Crestview, FL•Marianna, FL

EX 5-6

**TRADE-IN, INDIVIDUAL BID, OR AUCTION CONSIGNMENT**

The Tuscaloosa County Commission will accept trade-in bids, individual bids, or guaranteed auction consignment proposals on one (1) 1995 Caterpillar D7H dozer. The County reserves the option to trade the dozer in on a rental dozer, sell the dozer individually, or consign the dozer to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the dozer until a replacement dozer is placed into service. The dozer will be available for pickup upon delivery of the replacement dozer by the selected dealer. The dozer will be made available for pickup in the same condition it was in on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for which a bid or auction consignment proposal is submitted.

Appointments may be made to inspect the dozer by contacting Mr. Bobby Hayward, Shop Superintendent, at 345-6600 ext 234.

Trade-in, Individual Bid, or  
Guaranteed Auctioneer Consignment Price  
1995 Caterpillar D7H

\$67,200

1995 Caterpillar D7H  
Serial Number : 79Z5969

FIRM Ritchie Bros. Auctioneers  
Name

BY [Signature]  
Signature acceptable in ink only

MAILING ADDRESS 3017 Westmarket Drive

CITY AND STATE Birmingham, Alabama

PHONE NUMBER 205-837-9833

DATE 5/14/08

TERMS See proposal

EX 5-7



**TRADE-IN, INDIVIDUAL BID, OR AUCTION CONSIGNMENT**

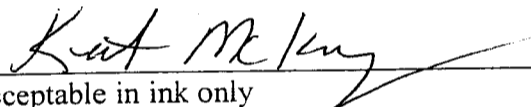
The Tuscaloosa County Commission will accept trade-in bids, individual bids, or guaranteed auction consignment proposals on one (1) 1995 Caterpillar D7H dozer. The County reserves the option to trade the dozer in on a rental dozer, sell the dozer individually, or consign the dozer to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the dozer until a replacement dozer is placed into service. The dozer will be available for pickup upon delivery of the replacement dozer by the selected dealer. The dozer will be made available for pickup in the same condition it was in on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for which a bid or auction consignment proposal is submitted.

Appointments may be made to inspect the dozer by contacting Mr. Bobby Hayward, Shop Superintendent, at 345-6600 ext 234.

Trade-in, Individual Bid, or  
Guaranteed Auctioneer Consignment Price  
1995 Caterpillar D7H \$ 65,688.00

1995 Caterpillar D7H  
Serial Number : 79Z5969

FIRM Dixies Surplus Machinery, Inc.  
Name

BY   
Signature acceptable in ink only

MAILING ADDRESS P.O.Box 639

CITY AND STATE Pollock, LA 71467

PHONE NUMBER (318) 765-3999 765-9312 fax

DATE 5/12/08

TERMS \_\_\_\_\_

EX 5-7

**TRADE-IN, INDIVIDUAL BID, OR AUCTION CONSIGNMENT**

The Tuscaloosa County Commission will accept trade-in bids, individual bids, or guaranteed auction consignment proposals on one (1) 1995 Caterpillar D7H dozer. The County reserves the option to trade the dozer in on a rental dozer, sell the dozer individually, or consign the dozer to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the dozer until a replacement dozer is placed into service. The dozer will be available for pickup upon delivery of the replacement dozer by the selected dealer. The dozer will be made available for pickup in the same condition it was in on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for which a bid or auction consignment proposal is submitted.

Appointments may be made to inspect the dozer by contacting Mr. Bobby Hayward, Shop Superintendent, at 345-6600 ext 234.

Trade-in, Individual Bid, or  
Guaranteed Auctioneer Consignment Price  
1995 Caterpillar D7H

\$ 56,800.<sup>00</sup>

1995 Caterpillar D7H  
Serial Number : 79Z5969

FIRM Black Warrior Auction  
Name

BY Mark White  
Signature acceptable in ink only

MAILING ADDRESS 7110 Black Warrior Rd.

CITY AND STATE Tuscaloosa AL 35401

PHONE NUMBER 205-752-7800

DATE 5/12/08

TERMS Purchase Price \$ 56,800.<sup>00</sup>

EX 5-7



**ABSOLUTE Utility and Construction Auction Sales**  
[www.jjkane.com](http://www.jjkane.com)

May 13, 2008

Tuscaloosa County  
Bobby Hagler  
P O Box 20113  
Tuscaloosa, Alabama 35402-0113

Dear Bobby,

We are pleased to offer the following proposal for a guarantee of the following equipment to our auction in Villa Rica, GA on June 25<sup>th</sup>. We will guarantee Tuscaloosa County \$50,000.00 for the (1) dozer listed below with an (80%-20%) split on the upside. This means if the equipment sells for more than the guaranteed amount Tuscaloosa County will receive 80% of the proceeds over the guaranteed amount and JJ Kane will receive the remaining 20%. We can arrange the transport of these vehicles to our sales site in Villa Rica, GA and deduct this cost from the proceeds of the equipment. JJ Kane will charge a 0 % sellers fee for the sale of this equipment. JJ Kane will pay the cost to clean this equipment and de-identify everything prior to sale.

1994 D7H Caterpillar, Crawler Dozer, OROPS, Sweeps, (6000 hrs)  
S/N 79Z5969

79Z5969

Our sales site will have live internet bidding available. I have submitted a contract with this proposal for your review. We look forward to working with Tuscaloosa County in the future and would like to be on future bid lists as equipment comes up for disposal.

  
Sincerely,

Bo Gresham

EX 5-7



May 14, 2008

Tuscaloosa County Commission  
P.O. Box 20113  
Tuscaloosa, Alabama 35402

Gentlemen:

In response to your request for bid for the sale of one (1) used Caterpillar D7H dozer we are pleased to submit the following bid for your consideration.

**One (1) 1995 Caterpillar D7H Bulldozer serial # 79Z5969 ..... \$56,104.00**

This bid is for the above bulldozer f.o.b. the Tuscaloosa County Shop and is based on the machine being in same condition as when inspected by Ironman Equipment Brokerage Services on May 5, 2008.

Payment will be made in full to Tuscaloosa County Commission upon physical receipt of the following: (a) Bill of Sale, (b) Title, if applicable, (c) Physical Possession of the machine. Bank letter of guarantee of funds is on file with the Tuscaloosa County Commission.

Sincerely,  
Ironman Equipment Brokerage Services, LLC

A handwritten signature in black ink that reads "J. Joe Butts".

J. Joe Butts  
President

EX 5-7

**TRADE-IN, INDIVIDUAL BID, OR AUCTION CONSIGNMENT**

The Tuscaloosa County Commission will accept trade-in bids, individual bids, or guaranteed auction consignment proposals on one (1) 1995 Caterpillar D7H dozer. The County reserves the option to trade the dozer in on a rental dozer, sell the dozer individually, or consign the dozer to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the dozer until a replacement dozer is placed into service. The dozer will be available for pickup upon delivery of the replacement dozer by the selected dealer. The dozer will be made available for pickup in the same condition it was in on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for which a bid or auction consignment proposal is submitted.

Appointments may be made to inspect the dozer by contacting Mr. Bobby Hayward, Shop Superintendent, at 345-6600 ext 234.

Trade-in, Individual Bid, or  
Guaranteed Auctioneer Consignment Price  
1995 Caterpillar D7H

\$ 52,550.00

1995 Caterpillar D7H  
Serial Number : 79Z5969

FIRM DEANCO AUCTION  
Name

BY D. W. Dean  
Signature acceptable in ink only

MAILING ADDRESS P O Box 1248

CITY AND STATE Philadelphia Ms 39350

PHONE NUMBER 601-656-9768

DATE 5-14-08

TERMS AS ADVERTISED

EX 5-7

**TRADE-IN, INDIVIDUAL BID, OR AUCTION CONSIGNMENT**

The Tuscaloosa County Commission will accept trade-in bids, individual bids, or guaranteed auction consignment proposals on one (1) 1995 Caterpillar D7H dozer. The County reserves the option to trade the dozer in on a rental dozer, sell the dozer individually, or consign the dozer to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the dozer until a replacement dozer is placed into service. The dozer will be available for pickup upon delivery of the replacement dozer by the selected dealer. The dozer will be made available for pickup in the same condition it was in on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for which a bid or auction consignment proposal is submitted.

Appointments may be made to inspect the dozer by contacting Mr. Bobby Hayward, Shop Superintendent, at 345-6600 ext 234.

Trade-in, Individual Bid, or  
Guaranteed Auctioneer Consignment Price  
1995 Caterpillar D7H

\$47,000.00

1995 Caterpillar D7H  
Serial Number : 79Z5969

FIRM THOMPSON TRACTOR CO., INC.

Name

BY 

JOHN WALDROP

Signature acceptable in ink only

MAILING ADDRESS 3550 JOE MALLISHAM PARKWAY

CITY AND STATE TUSCALOOSA, AL 35401

PHONE NUMBER (205) 247-2800

DATE 5-14-08

TERMS MACHINE MUST BE IN SAME CONDITION AS INSPECTED.

EX5-7



Bobby Hagler  
County Engineer

**TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT**

**2810 35th Street**

**Tuscaloosa, Alabama 35401**

**(205) 345-6600**

**FAX: (205) 345-6600 Ext. 246**



Allan D. Springer, Sr.  
Assistant County Engineer

**Subdivision Waiver Request  
Tuscaloosa County Commission  
(For May 21, 2008)**

**Re: Hunter's Pointe Subdivision**

**Commission District: 1**

**Developer: Ken Price**

**Engineer / Surveyor: McGuire and Associates, Inc.**

**Waiver Requested: Asking for a waiver for the existing brick mail boxes in the right-of-way of Hunter's Pointe Drive.**

**Date Plat(s) Recorded: Plat Book 20, Page 33, recorded August 11, 1993**

**Comments:**

EX 5-8

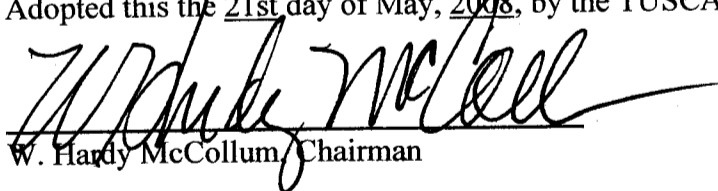
**RESOLUTION ACCEPTING STREETS IN  
HUNTERS POINTE**

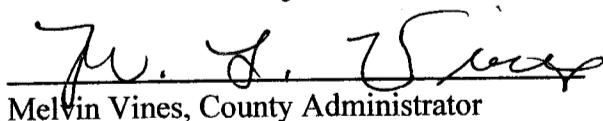
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in **Hunters Pointe** are completed in accordance with the Subdivision Regulations of the 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 accept 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 21st day of May, 2008, by the TUSCALOOSA COUNTY COMMISSION.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman

  
\_\_\_\_\_  
Melvin Vines, County Administrator

Seal

EX 5-9



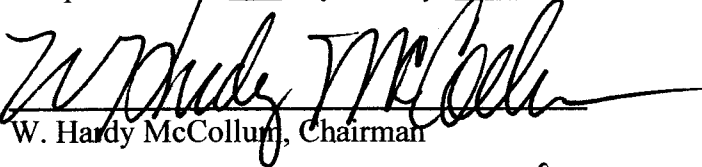
**RESOLUTION ACCEPTING STREETS IN  
WENWOOD PHASE 1**

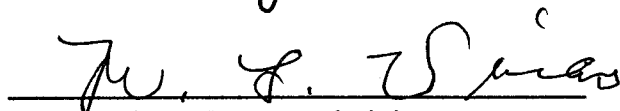
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Wenwood Phase 1 are completed in accordance with the Subdivision Regulations of the Tuscaloosa 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 accept 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 does 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 21st day of May, 2008, by the TUSCALOOSA COUNTY COMMISSION.

  
W. Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

Seal

EX 5-9

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA, ALABAMA (FEIN 63-6001719), party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the construction of a 4 @ 40' AASHTO girder bridge on Boyd Road @ Dunn Creek (BIN 011841) and a 3 @ 40' precast bridge on Boyd Road @ a branch of Dunn Creek (BIN 011840). Length - 0.053 miles. Proj #BRZ-6300 (217), TCP 63-07-01. CPMS Ref #100051595.

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

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the project cost.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid Funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid Funds, if available, and from County Funds. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be the amount indicated below, or 80% of eligible costs, whichever is less.
- G. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2006)	\$ 435,384.43
FA Funds (2007)	440,287.57
County Funds	<u>218,918.00</u>
Total (Incl. E&I)	<u>\$1,094,590.00</u>
- H. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- I. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- J. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- K. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

□

EX 5-10

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

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

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

O. This agreement shall terminate on July 17, 2009, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The County agrees that the State may unilaterally extend the time of the agreement.

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

SEAL

ATTEST:

Melvin L. Vines, Jr.  
Clerk/(Signature)

Melvin L. Vines, Jr.  
Type Name of Clerk

TUSCALOOSA COUNTY, ALABAMA

BY: W. Hardy McCollum  
(Signature) Chairman, Tuscaloosa  
County Commission

W. Hardy McCollum  
Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,  
ACTING BY AND THROUGH THE  
ALABAMA DEPARTMENT OF  
TRANSPORTATION

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

Chief Engineer/Deputy Director  
D. W. Vaughn, P.E.

APPROVED AS TO FORM:

BY: Chief Counsel, Jim Ippolito, Jr.  
Alabama Department of Transportation

Transportation Director  
D. J. McInnes

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

GOVERNOR OF ALABAMA  
BOB RILEY

□

EX 5-10

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Construction of a 4 @ 40' AASHTO girder bridge on Boyd Road @ Dunn Creek (BIN 011841) and a 3 @ 40' precast bridge on Boyd Road @ a branch of Dunn Creek (BIN 011840). Length - 0.053 miles. Proj # BRZ-6300(217), TCP 63-07-01. CPMS Ref #100051595;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 21st day of May, 20 08.

ATTESTED:

[Signature]  
County Clerk

[Signature]  
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

21st day of May, 20 08, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

21st day of May, 20 08.

[Signature]  
County Clerk

SEAL

EX 5-10

7/18/90

**EXHIBIT M  
CERTIFICATION**

**This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.**

**The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:**

**(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**

**(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

EX 5-10

Rev. 06/20/2002

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:**

**It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.**

**TERMINATION DUE TO INSUFFICIENT FUNDS:**

**If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.**

**In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.**

**ADR CLAUSE:**

**For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.**

EX5-10

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA  
CITY OF TUSCALOOSA

UP-85-2008

AGREEMENT BETWEEN TUSCALOOSA COUNTY AND THE CITY OF  
TUSCALOOSA FOR A COUNTY RIGHT-OF-WAY PERMIT

THIS AGREEMENT made the 19<sup>th</sup> of May 2008, between the COUNTY OF TUSCALOOSA, STATE OF ALABAMA, hereinafter referred to as "Grantor," and the CITY OF TUSCALOOSA, a Municipal Corporation, doing business at 2201 University Boulevard, Tuscaloosa, Alabama 35401, hereinafter referred to as "Grantee."

1. **RIGHT OF WAY.** In consideration of the benefits deriving each to the other, Grantor hereby grants, permits and conveys to Grantee a permit for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating or removing the following:

1. To construct water mains, located at 6444 Sanders Ferry Road to serve the proposed Army Corps of Engineers building, a planned federal facility. The proposed water installation will commence by making 1-12"X8" tap on the East right of way of Sanders Ferry Rd, and extending the water mains for approximately 60', by using 8" ductile iron pipe across Sanders Ferry Road to serve parcel. The proposed tap will require the asphalt to be cut and replaced; however, the proposed tap on the existing water main will take place approximately 3' from the edge of the pavement. All asphalt disturbances will be cleanly saw cut and replaced to in-kind conditions as well as adequate traffic control measures taken by the City of Tuscaloosa. The request for an open cut and replacement of asphalt on Sanders Ferry Road will be more cost effective in the total use of federal fund monies during construction and reduce the amount of personnel needed as directly compared to boring existing road.
2. To construct a sanitary sewer force main along the west side of Sanders Ferry Road for approximately 1,850 feet in Tuscaloosa County Right of Way. The proposed sanitary sewer force main will be an 1.5-inch PVC line and will require two intermediate flush connections, one air release valve and one terminal flushing connection. These connections and air release valve will have a 4-foot diameter manhole ring and cover that will be flush mounted with the surface. All being in Tuscaloosa County, Alabama, more particularly described on the attached map, which said map is on file in the County Engineer's Office, said route to be determined finally by the Grantee herein. Such road rights-of-way are sometimes referred to herein as "the premises."

received  
5-16-08

EX 5-11

2. **TERM.** The rights granted herein shall be possessed and enjoyed by Grantee so long as the pipelines and appurtenances constructed pursuant hereto shall be maintained and operated by Grantee.

3. **ADDITIONAL RIGHTS OF GRANTEE.** Grantee shall have the right of ingress and egress to and from the premises for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein, such right not to unreasonably interfere with the normal traffic of the County roads described as the premises and with reasonable advance notice to Grantor of all work to be done thereon.

4. **RIGHTS OF GRANTOR.** Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. It is understood by and between the Grantor and the Grantee that this is a non-exclusive permit, and Grantor reserves the right to convey similar or other permits to public utilities or private parties.

5. **ASSIGNMENTS.** The rights granted herein shall not be assignable except with the approval of the Grantor and any attempt by the Grantee to assign any of the rights granted herein either separately or severally, in whole or in part, without such approval, shall be void.

6. **DEFAULT BY GRANTEE.** This agreement and all rights of Grantee hereunder shall, at the option of Grantor, terminate on the failure by Grantee to remedy any default in the performance of any term or condition of this instrument within twenty (20) days after service of written notice of such breach.

7. **WARRANTY OF TITLE.** It is understood and agreed by and between the parties hereto that Grantor may not have deeded or condemned rights-of-way over all roadways referred to herein, but it is the intent of Grantor to convey the permit herein to the extent of its lawful right to do so and no warranties of title are given by Grantor relating to the premises.

8. **WIDTH OF PERMIT.** During construction, clean up, restoration operations and any maintenance in the future, Grantee shall have the right to utilize a working area of ten feet on both sides of the premises described herein. However, after completion of such operations, Grantee shall have no further right to such temporary working space, and Grantee's rights shall be limited solely to a permit for the operations and maintenance of the pipeline in place and all pipelines constructed pursuant to this instrument shall be confined to such permit. The exercise by Grantee of the rights created by this permit shall at all times be subservient to the rights of the Grantor along said premises.

9. **APPURTENANT FACILITIES.** Grantee agrees that no drips or valves shall be placed on any pipeline passing through the premises unless same are recessed or have previously been approved by Grantor. Grantee agrees that the fire hydrants will be placed on the premises in such a location as to not unreasonably interfere with the roadway or normal traffic. Grantee shall further have no right to fence the whole or any part thereof.

10. **RIGHT OF ACCESS.** Grantee shall have the right of ingress and egress to and from the premises for the purposes described herein. Such ingress and egress shall be limited to existing public roads and adjacent rights-of-way.

11. **RELOCATION OF PIPELINE ON REQUEST OF GRANTOR.** Whenever, in the reasonable opinion of Grantor, the pipeline interferes with the Grantor's use of or operations on the



premises, Grantee shall, at its own expense and risk, within sixty (60) days after written request therefore by Grantor, lower or relocate and reconstruct such pipeline to the depth or along the route specified by Grantor in such request. Grantee shall thereafter restore the premises as may be reasonably possible to the state and conditions they were in prior to such lowering or relocation and reconstruction.

12. **GRANTOR'S USE OF PREMISES.** Grantor reserves the right to place along, across and over the pipeline permit as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, drainage structures and other utilities as Grantor may desire. Grantor reserves the right to fence the whole or any part of the boundaries or the premises and the right to build fences crossing same.

Grantor shall have the right to full use and enjoyment of the premises, except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house or building on or over any pipeline constructed pursuant to this permit.

13. **BURIAL OF PIPELINES.** Grantee agrees to bury all pipelines to the depth that is sufficient to provide a thirty inch cover between the surface and the top of the pipeline. Grantee further agrees to bury all pipelines at a depth sufficient to place said pipeline beneath all cross drainage now existing along said permit route. The Grantee herein further agrees that Grantor has the right to specify how and where said pipeline will cross any and all creeks along the proposed route.

Grantee agrees to bury all pipelines constructed on the premises at a sufficient depth so the pipelines will not interfere with the cultivation or drainage of the premises. As previously stated, the minimum depth for such pipelines shall provide at least thirty inches of cover between the top of the pipeline and the surface.

14. **RESTORATION OF SURFACE.** After the installation of any pipeline, and after the abandonment or expiration of this permit for any cause, Grantee shall remove all pipe and other property placed on the premises by or for Grantee, fill and level all ditches, ruts, and depressions caused by construction or removal operations, remove all debris resulting there from, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surface of the premises as near to its original condition as may be reasonably possible, all within a reasonable time after the installation of such pipeline or the abandonment or expiration of this permit. If Grantee fails to do so, Grantor may do so at the Grantee's risk and expense, and Grantee agrees to reimburse Grantor for the costs of such removal and restoration operations.

15. **RESPONSIBILITY OF GRANTEE.** Grantee shall be responsible for all injuries to persons or damage to property resulting from negligent construction, maintenance, or operation by Grantee of its pipeline pursuant to this permit. Grantee further agrees to pay Grantor for all damages suffered by Grantor as a result of negligent construction, maintenance or operation by Grantee of said pipeline.

16. **TERMINATION.** The rights and privileges granted herein shall at the option of Grantor terminate if at any time Grantee fails to maintain and operate any pipeline on the premises for a period of more than 24 consecutive months. On the termination of the rights granted herein, Grantee shall execute and deliver to Grantor, within twenty (20) days after service of a written demand therefore, a good and

sufficient release to all rights hereby granted. Said release will be limited to rights granted pursuant to this permit and will not be construed as a relinquishment of any other rights of Grantee. Should Grantee fail or refuse to deliver such release to Grantor, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver such release, shall, after ten (10) days from the date of such notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of this grant.

17. **REGULATION.** Grantee agrees to and shall comply with all applicable federal, state and local regulations governing the operation of pipelines and transportation of substance therein, including but not limited to the current State of Alabama Highway Department Standards for the accommodation of utilities on highway rights of way.

IN WITNESS WHEREOF, the parties have executed this agreement in Tuscaloosa County, Alabama, on the day and year first above written.

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION

BY: Walter Maddox  
Walter Maddox, MAYOR

ATTEST: Shirley L. Brown  
CITY CLERK

*Attest*

TUSCALOOSA COUNTY, ALABAMA

BY: Bobby C. Hagler ADS  
BOBBY C. HAGLER, COUNTY ENGINEER

ATTEST:  
\_\_\_\_\_

STATE OF ALABAMA     )  
TUSCALOOSA COUNTY    )

EX 5-11

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of May, 2008.

*Jeresa G. Bostick*  
Notary Public.

My Commission Expires:

03/05/12

STATE OF ALABAMA     )  
TUSCALOOSA COUNTY    )

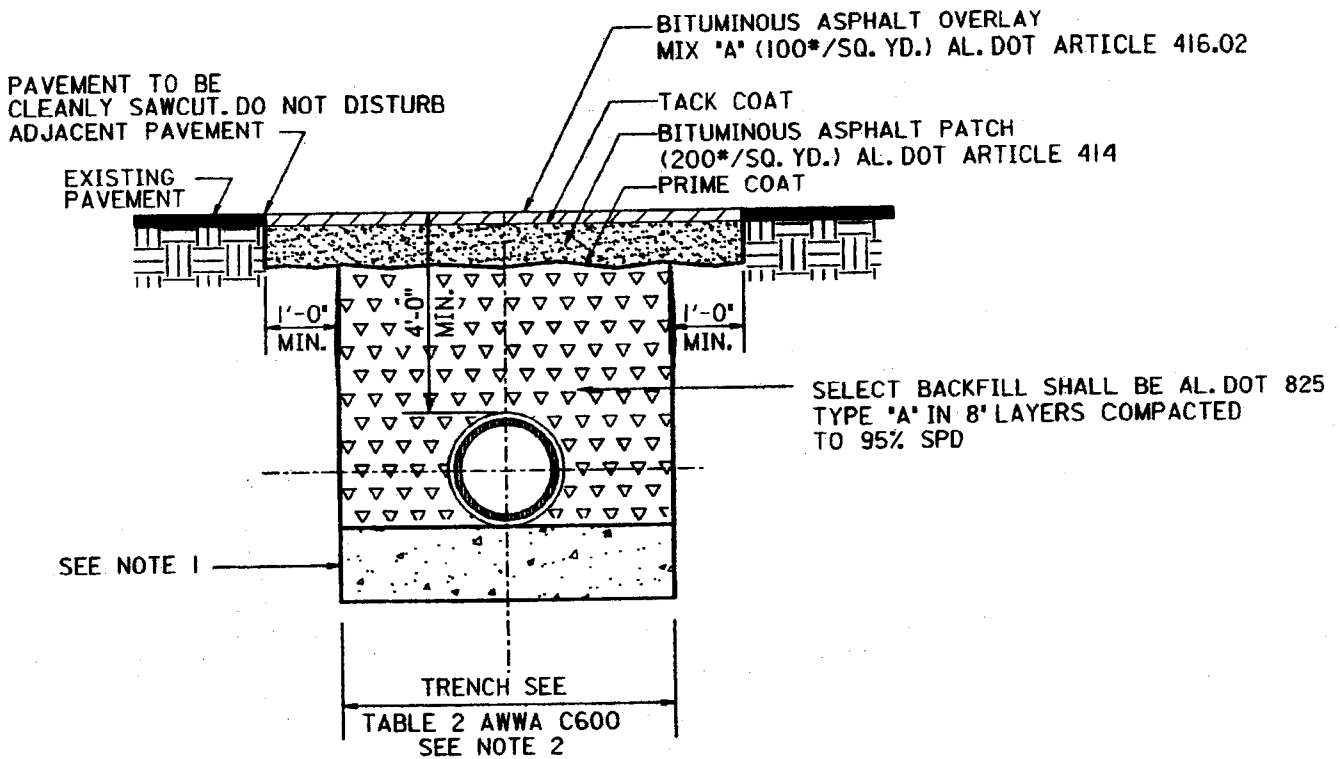
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby C. Hagler, who is named as County Engineer of Tuscaloosa County, Alabama, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such \_\_\_\_\_ and with full authority executed the same voluntarily, for and as an act of said \_\_\_\_\_, on the day same bears date.

Given under my hand and official seal this 29 day of May, 2008.

*[Signature]*  
Notary Public in and for the  
State of Alabama at Large

My Commission Expires:

~~MY COMMISSION EXPIRES 1-31-2012~~



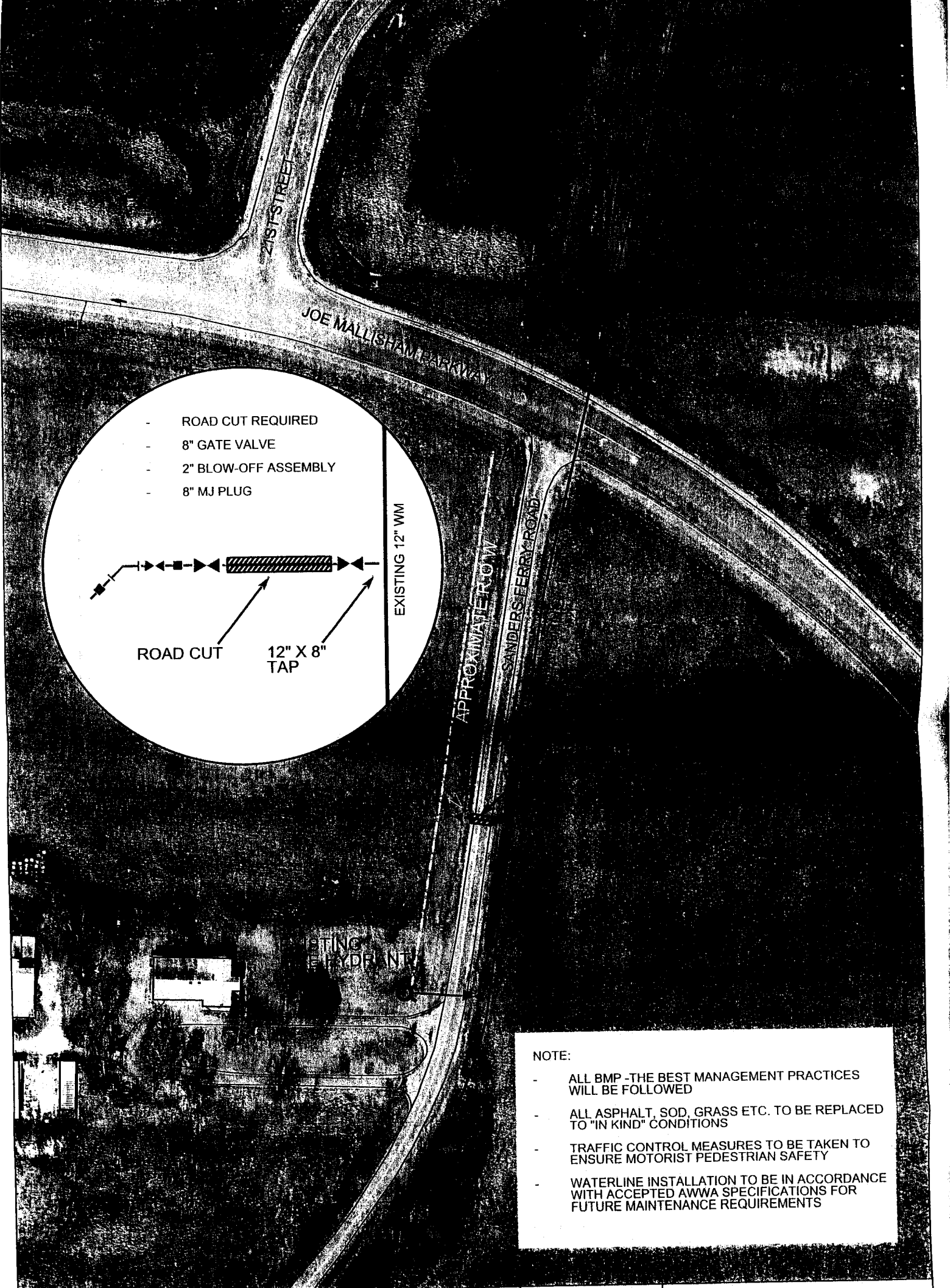
IF THE ENTIRE STREET IS TO BE OVERLAYED THE ASPHALT PATCH SHALL BE FINISHED FLUSH WITH EXISTING PAVEMENT AND THEN THE ENTIRE STREET OVERLAYED.

## CUT PAVEMENT & DRIVE CROSSINGS

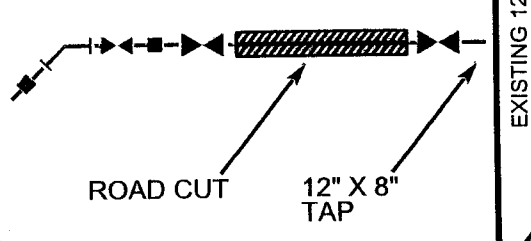
### NOTES:

- 1.) TRENCH FOUNDATION REQUIRED IF DIRECTED BY ENGINEER. DEPTH VARIES.
- 2.) SEE SPECIFICATIONS FOR SIDE SLOPE CONSTRUCTION OF ALL TRENCHES.
- 3.) WHERE TRENCH BOTTOM IS ROCK, PROVIDE 6' LAYER OF #57 STONE.

EX 5-11



- ROAD CUT REQUIRED
- 8" GATE VALVE
- 2" BLOW-OFF ASSEMBLY
- 8" MJ PLUG



**NOTE:**

- ALL BMP -THE BEST MANAGEMENT PRACTICES WILL BE FOLLOWED
- ALL ASPHALT, SOD, GRASS ETC. TO BE REPLACED TO "IN KIND" CONDITIONS
- TRAFFIC CONTROL MEASURES TO BE TAKEN TO ENSURE MOTORIST PEDESTRIAN SAFETY
- WATERLINE INSTALLATION TO BE IN ACCORDANCE WITH ACCEPTED AWWA SPECIFICATIONS FOR FUTURE MAINTENANCE REQUIREMENTS

**CITY OF TUSCALOOSA**  
 Office of the City Engineer  
 Walter Maddox, Mayor

Joseph A. Robinson, P.E.  
 City Engineer

David R. Griffin, III, P.E.  
 Deputy City Engineer  
 Traffic Engineer

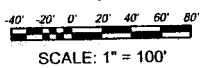
Chad Christian, P.E.  
 Storm Drainage  
 Engineer

Kimberly Michael, E.I.  
 Water Distribution  
 Engineer

Jarrod Milligan, E.I.  
 Waste Water  
 Engineer

DRAWN BY: J. TOWNSEND  
 DATE: 2008.5.12  
 SCALE: 1" = 100'  
 SECTION: 30  
 TOWNSHIP: 21  
 RANGE: 10

THE CITY OF TUSCALOOSA AND ITS OFFICERS, AGENTS AND EMPLOYEES MAKE NO WARRANTY, GUARANTEE OR REPRESENTATION AS TO THE ACCURACY OR THE INFORMATION CONTAINED HEREIN.



**ARMY CORPS OF ENGINEERS**  
 6444 SANDERS FERRY ROAD

ACCOUNT #:  
 WORK ORDER #:

EX 5-11

WELDED WIRE REINFORCING SHEETS BID  
BIDS TO BE OPENED May 21, 2008 AT 9:00 a.m.

Company: Ivy Steel + Wire  
By: DANNY BUCHANAN  
Address: 3050 Melson Ave.  
Jacksonville, FL 32254  
Phone: 904-354-8552

500 Sheets 33' 8" Long ..... \$ 130.28 per sheet ..... \$ 65,140.00 Total

Total Bid Price: \$ 65,140.00

Delivery Date: 3 weeks After Receipt of Order

Material must ship by June 30, 2008. Shipments after June 30, 2008 will be subject to pricing at time of shipment.

All materials shall conform to Section 835.03 of the State of Alabama Department of Transportation Standard Specifications.

The welded wire mesh for the deck slabs (Standard Drawings #PC34-2 and #PC-34-2 2 of 2) shall meet the following specifications:

- 500 sheets
- Line Wires 9 – W9.0 or D9.0 Wires x 33'8" long spaced at 3", 3" 4 @ 6", 3", 3"
- Cross Wires 81 – W11.3 or D11.3 Wires x 3'0" long @ 5" O.C.

The bid price shall be F.O.B. the Bridge Yard at 2810 35th Street, Tuscaloosa, Alabama.

All bidders shall use this bidding sheet for the remission of bids. All bids shall be based upon a per sheet price. All bidders shall include on the bid remission sheet a delivery date. The delivery date will be considered in awarding the bid.

Bidders with questions concerning this bid, please contact Bobby Hagler or Mike Henderson at the County Engineer's Office at 205-345-6600.

EX 5-12

BID SHEET

**KOHLER 30RYG OR EQUAL GENERATOR for Tuscaloosa County Sheriff's Office  
NEW Radio System**

Bid Date: 05-21-08

Bid Reference Number: \_\_\_\_\_

TOTAL BID: \$ \$13,988.00

REAGAN EQUIPMENT CO. INC.

Firm

5915 UNIVERSITY BLVD.

Address

COTTONDALE, AL. 35453

Address

205 553 8882 / 205 553 8139

Telephone/Fax

BRYANT ELLIS

Contact Person

W. Bryant Ellis

Authorized Signature

05-20-08

Date

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-78, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1<sup>st</sup> Floor Courthouse at **9:00 AM, May 21<sup>st</sup>, 2008.**

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

EX 5-13

BID SHEET

**KOHLER 30RYG OR EQUAL GENERATOR for Tuscaloosa County Sheriff's Office  
NEW Radio System**

Bid Date: 5-21-08

Bid Reference Number: \_\_\_\_\_

TOTAL BID: \$ 9,172.00 Each \_\_\_\_\_

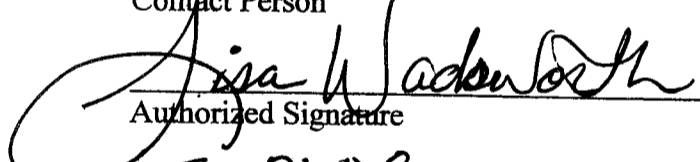
Kossen Equipment, Inc.  
Firm

3179 Pine Lane S.E.  
Address

Bessemer, AL 35022  
Address

205-428-1130 or 205-260-0760  
Telephone/Fax

Lisa Wadsworth  
Contact Person

  
Authorized Signature

5-21-08  
Date

Sealed bids will be accepted and should be returned to Tuscaloosa County Commission, 714 Greensboro Avenue, Room G-78, ATTN: County Clerk, Tuscaloosa, Alabama 35401. Bids will be opened at the Tuscaloosa County Commission Chambers, 1<sup>st</sup> Floor Courthouse at **9:00 AM, May 21<sup>st</sup>, 2008.**

RETURN THIS FORM WITH YOUR BID.

FAILURE TO COMPLETE THE ABOVE MAY SUBJECT BID TO REJECTION.

EX 5-13





OFFICE OF THE SUPERINTENDENT

May 15, 2008

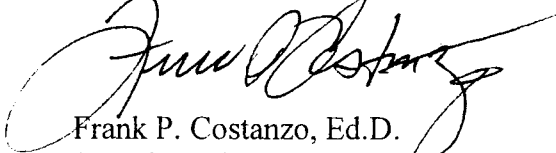
Melvin Vines  
Tuscaloosa County Courthouse  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Dear Mr. Vines,

The Tuscaloosa County Board of Education request permission to be placed on the agenda for the County Commission meeting that will be held on Wednesday, May 21. The purpose is to request permission for easement rights to construct a school sign at the entrance of the new road leading to Duncanville Middle School. Jim Ward and Wally Burge, architects for the project, will be attending the meeting to answer any questions that you might have.

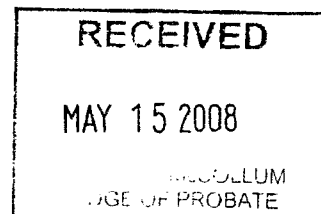
Your consideration of this request is appreciated.

Sincerely,

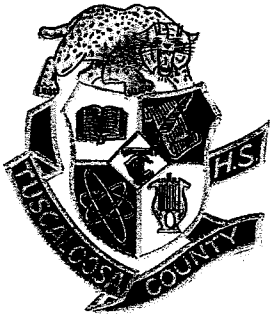


Frank P. Costanzo, Ed.D.  
Superintendent of Education

Cc: Probate Judge Hardy McCollum  
Commissioner Bobby Miller  
Commissioner Reginald Murray  
Commissioner Don Wallace  
Commissioner Gary Youngblood



EX 5-14



**TUSCALOOSA COUNTY HIGH SCHOOL**

12500 WILDCAT DRIVE  
NORTHPORT, ALABAMA 35475

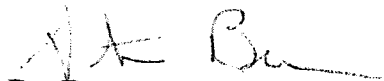
OFFICE OF THE PRINCIPAL

TELEPHONE  
(205) 342-2670  
FAX  
(205) 333-3197

**To Whom It May Concern:**

**I extend my permission to the Tuscaloosa County Commission to complete the parking lot project at the softball complex on campus at Tuscaloosa County High School. We are very thankful for your efforts.**

Sincerely,

  
**Dr. Benson**  
**Principal**  
**Tuscaloosa County High School**

*Approved  
Darymimo  
4/24/00*

copy: Judge McCallum  
Commissioners



## Sprayberry Education Center

Tuscaloosa County Schools  
1324 Rice Mine Road  
Northport, Alabama 35476  
Telephone: 759-2943  
FAX: 345-9547

Mr. Reginald Murray  
Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

March 31, 2008

Dear Mr. Murray,

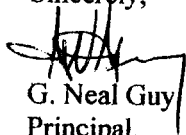
I would like to thank you and the Commission for all you do for the students of Tuscaloosa County. Please allow me to communicate a need that we have at the Sprayberry Education Center. Our facility is part of the Tuscaloosa County School System and serves over 700 students with a range of abilities and disabilities from throughout Tuscaloosa County. We house developmentally delayed preschoolers, elementary-aged autistic students, elementary and secondary students with multiple disabilities, and elementary-aged gifted students.

Many of our students have orthopedic conditions and walk with difficulty or use wheelchairs. Our facility was constructed in 1978 and our parking lot is a major problem. This problem has two parts: one being size; and two being the condition. The parking lot is very uneven and is in dire need of being resurfaced. The uneven surface of the lot makes it very difficult to roll a student across the parking lot to and from the school. I fear a wheelchair student will topple over and be injured.

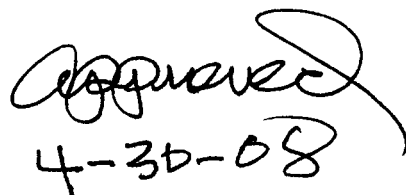
To further complicate the issue, the parking lot is quite small. The lot does not allow ample room for buses and automobiles to load and unload in separate areas. We are a small facility with a relatively small staff, and supervision while loading/unloading is very difficult. We have a vacant area behind the school that, with some improvements, could be used to relieve the parking issue. Also, despite the fact that we have numerous students who use wheelchairs, we have only one handicapped parking space. We simply do not have room for any more handicapped spaces. This makes it quite difficult for parents of special needs students.

I would like to request that the Commission assist us in resurfacing and enlarging our parking lots. We have obtained a quote from a local contractor, but it is well beyond our means. Thank you for your attention and I hope to hear from you soon.

Sincerely,



G. Neal Guy  
Principal,  
Sprayberry Education Center



4-30-08

Gary Duns  
Assistant Superintendent

EX 5-16