

TUSCALOOSA COUNTY COMMISSION  
MEETING  
July 23, 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 approve the following payments:

SENTELL ENGINEERING INC. - \$13,437.60 for work on Martin Road/  
Union Chapel Road Intersection Upgrade Project

ALMON ASSOCIATES - \$40,212.00 for construction management on  
Southeast (Duncanville) Middle School Access Road Project

BURK-KLEINPETER INC. - \$52,846.90 for construction management  
on Eastern (LakeView) Elementary School Access Road Project

BURK-KLEINPETER INC. - \$8,649.00 for design services on Patriot  
Parkway Extension Project

BURK-KLEINPETER INC. - \$1,395.00 for design services on Brown-  
ville Pike Bridge Replacement

Exhibit 7-1, Pages 783-787

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of \$130,457.19 to Mitchell Water System, Inc. for reimburse-

ment of costs associated with water main relocation for the Duncanville Middle School Road Project.

Exhibit 7-2, Pages 788-790

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of \$103,447.19 to Tomlin Construction, LLC for work completed on the Eastern (LakeView) Elementary School Access Road.

Exhibit 7-3, Page 791

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of \$500,504.88 to GFC Construction, Inc. for work completed on the Southeast (Duncanville) Middle School Access Road Project.

Exhibit 7-4, Page 792

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment for a claim in the amount of \$2,754.14 filed by Hazel B. Smith for damages to her vehicle.

Exhibit 7-5, Page 793

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to waive the right-of-way requirement on the following:

Hannah Creek Road along property owned by Edith Pruitt; prescriptive right-of-way is sufficient

Swindle Road along property shown on tax map as having disputed ownership; prescriptive right-of-way is sufficient

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the bid for base processing on Barrett Town Road and Jones Cutoff Road to S.T. Bunn Construction Company.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution authorizing the Commission Chairman to execute an Agreement

with the State of Alabama Department of Transportation relating to a Transportation Enhancement Project (Northside School Sidewalk) with partial funding by the Federal Highway Administration.

Exhibit 7-6, Pages 794-812

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution awarding the construction bid on the Cedar Cove Technology Park (Progress Drive) Extension Project to Tomlin Construction LLC in the amount of \$2,465,759.38, contingent upon receipt of written concurrence with the award of the contract from the State of Alabama Department of Transportation. The Commission further approved an amendment to the contract with McGiffert and Associates, LLC reflecting an increase of \$7,392.50 for additional work performed by the engineering firm on this project.

Exhibit 7-7, Pages 813-818

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the following bids that were opened July 2, 2008:

Mobile Crime Scene Vehicle  
Sirchie Vehicle Division

24 Foot Gooseneck Trailer  
Trailer Store Plus

Probate Judge W. Hardy McCollum read and presented a proclamation to representatives of Tuscaloosa County Park and Recreation Authority proclaiming the month of July as "PARKS AND RECREATION MONTH IN TUSCALOOSA COUNTY".

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider the following: naming the access road to the new Eastern (LakeView) Elementary School and requesting a traffic control signal study for County Road 38 (Northside Road) and Highway 43.

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to name the access road to the new Eastern (LakeView) Elementary School "YOUNGBLOOD PARKWAY". Commissioner Gary Youngblood abstained from voting.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Public Works Department to request the Alabama Department of Transportation to perform a traffic control signal study for County Road 38 (Northside Road) and Hwy 43 intersection.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to install rumble strips on Shaw Drive.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted three to one to authorize the Engineering Department to install speed tables on Remington Parkway (at the discretion of the Engineering Coordinator), Pelham Heights Road, Maxwell Loop Road, and McPherson Landing Road. Commissioner Gary Youngblood cast the NAY vote.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted three to one to authorize the Engineering Department to install a speed table on Patrick Blackburn Road. Commissioner Gary Youngblood cast the NAY vote.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of \$800.00 to Mrs. Mamie Poelleitz for right-of-way to accommodate the replacement of a bridge on Hemphill Road.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider posting Unity Road and Sanders Ferry Road "NO TRUCKS".

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department, at their discretion, to post sections of Unity Road and Sanders Ferry Road "NO TRUCKS".

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider the following: rescheduling the next County Commission meeting and reappointing John Mize to the City of Tuscaloosa/Tuscaloosa County Port Authority.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to re-schedule the next County Commission meeting from August 6, 2008, to August 13, 2008.

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to reappoint John Mize to the City of Tuscaloosa/Tuscaloosa County Port Authority.

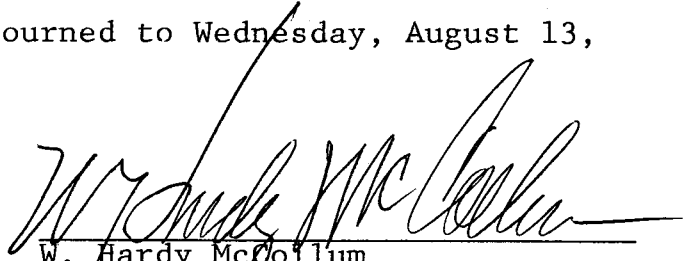
Sue Lewis, Manager of the Tuscaloosa Farmers Market, presented a petition to the Commission signed by 1,015 people who support allowing the sale of baked and canned goods at the market.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider the following: obtaining a loan to buy property on behalf of the Tuscaloosa County Park and Recreation Authority and a resolution supporting the Farmers Market.

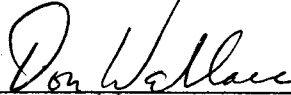
Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to obtain a loan to provide the Park and Recreation Authority with funds to purchase approximately 250 acres of land on Hurricane Creek, to include the M Bend Section on the creek. The Park and Recreation Authority will purchase the property from the Trust for Public Lands for the appraised value with the understanding that the Authority will repay the loan. The stated goal of the Authority is to protect the land and creek by establishing it as a park.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to go on record in support of the Farmers Market and authorized the County Attorney to seek possible legal remedies that would allow the sale of baked and canned goods at the market.

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 13, 2008.



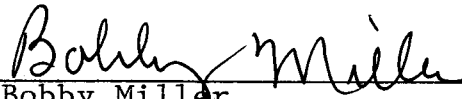
W. Hardy McCoillum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

# Sentell Engineering Inc.

Engineers  
Planners  
Surveyors  
Environmental Specialists

"Turning Ideas into Reality Since 1981"

July 1, 2008

Tuscaloosa County Commission  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Attn: Mr. Bill Lamb

**INVOICE**  
#08-034

Re: Martin Road & Union Chapel Road  
Intersection Improvements

Progress Billing:

Design Surveying (100% complete).....	7,400.00
Schematic Design Phase (100% complete).....	<u>6,037.60</u>

**TOTAL AMOUNT DUE TO DATE..... \$13,437.60**

RECEIVED  
DATE 7-3-08  
DEPT ACCY  
INITIALS [Signature]

SRCE \_\_\_\_\_  
Vendor # \_\_\_\_\_  
Acct. # \_\_\_\_\_  
Rec'd By \_\_\_\_\_  
Approved For Payment

*NOTE: Accounts are due and payable in full upon receipt of Invoice. Accounts not paid in full are subject to a Finance Charge of 1 1/2% per month which is an ANNUAL RATE OF 18%.*

A:\invoice2008-1\08-034.wpd

P.O. BOX 1246 • 639 SEVENTEENTH STREET • TUSCALOOSA, ALABAMA 35403 • 205.752.5564 • FAX 205.752.5569  
www.sentell.net

7-7-08

EX 7-1



P.O. Drawer 2729  
Tuscaloosa, AL 35403

**Invoice**

July 1, 2008  
Project No: 2006168.20  
Invoice No: 0000018

Mr. Bobby Hagler  
2810 35th Street  
Tuscaloosa AL 35401

US 82 to Duncanville Middle School  
Professional services from June 1, 2008 to June 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)

**Total Phase I Final Design .00**

**Phase I Construction Phase Services (NTE \$351,000) (Billed to Date 47,892.50)**

Project Manager II	57.00	120.00	6,840.00
Staff Engineer	224.00	80.00	17,920.00
Engineering Tech III	53.00	75.00	3,975.00
Clerical	.00	45.00	.00
Professional Surveyor II	.00	125.00	.00
Survey Tech I	5.00	35.00	175.00
Survey Tech II	5.00	50.00	250.00
Survey Tech III	5.00	60.00	300.00
			29,460.00

Testing-T T L Inc 10,752.00

**Total Phase I Const 40,212.00**

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

No Activity

**Total Phase II .00**

**Total this invoice \$40,212.00**

received  
7-10-08

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



# 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

June 30, 2008

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

Re: Eastern Elementary School  
Access Rd  
Invoice #12  
BKI Job No. 3308

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

PAYMENT REQUEST NO. 12

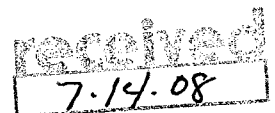
	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 186,470.00	100%	\$186,470.00	\$ -
SURVEY SERVICES	\$ 71,016.00	91%	64,344.00	
GEOTECHNICAL SERVICES	\$ 78,210.00	93%	\$ 73,082.85	\$ -
RESIDENT INSPECTION SERVICES	\$ 240,000.00	80%	\$195,776.38	\$ 42,603.90
CONSTRUCTION SURVEY SERVICES	\$ 27,500.00	100%	\$ 27,500.00	\$ -
CONSTRUCTION TESTING SERVICES	\$ 60,500.00	57%	\$ 34,562.00	\$ 10,243.00
ROW	\$ 10,000.00	100%	10,000.00	-
ADVERTISEMENT TO BID ADS			809.49	

TOTALS: \$592,544.72 \$ 52,846.90

LESS PREVIOUSLY INVOICED: (539,697.82)

AMOUNT DUE THIS INVOICE: \$ 52,846.90

BKI Invoice: 45267  
JC



EX 7-1

**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



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PRESIDENT

GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT

O. JEFFREY WOOD, PE

June 30, 2008

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

Re: Patriot Parkway Extension  
Invoice #11  
BKI Job No. 3196

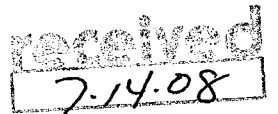
For professional services rendered on the referenced project through the month of June 2008.

PAYMENT REQUEST NO. 11

MAX FEE \$ 206,500.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ 7,124.00
SURVEY	\$ 64,020.00	100%	63,624.00	1,525.00
TOTALS:			\$206,104.00	\$ 8,649.00
LESS PREVIOUSLY INVOICED:	<u>(197,455.00)</u>			
<b>AMOUNT DUE THIS INVOICE:</b>	<b>\$ 8,649.00</b>			

BKI Invoice: 45253  
jc



EX 7-1

**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

June 30, 2008

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

ASSOCIATES

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DAVID TURNER, PE

BRAD MATTHEWS, PE

WILLIAM R. BURK, JR., 1912-1986

PRESIDENT

GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT

O. JEFFREY WOOD, PE

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

Re: Brownville Pike Bridge

BKI Job No. 3055-01

For professional services rendered for updating Brownville Pike Bridge thru June 2008.

PAYMENT REQUEST NO. 1

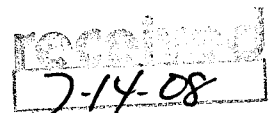
Lump Sum Fee \$6,975.00

	AMOUNT	COMPLETE	COMPLETE	AMOUNT DUE
ENGINEERING SERVICES	\$6,975.00	20%	\$ 1,395.00	\$ 1,395.00
<b>TOTALS:</b>			<b>\$ 1,395.00</b>	<b>\$ 1,395.00</b>

LESS PREVIOUS AMOUNT: \$ -  
AMOUNT DUE THIS INVOICE: \$ 1,395.00

BKI Invoice: 45254

jc



EX 7-1

**Mitchell Water System, Inc.**  
**P.O. Box 70458**  
**Tuscaloosa, AL 35407**

July 1, 2008

Mr. Bobby Hagler, County Engineer  
Attn: Mr. James Fuller  
Tuscaloosa County Public Works  
P. O. Box 2089  
Tuscaloosa, AL 35403

Re: Duncanville Middle School Road Water Main Relocation  
Reimbursement Request No. 1

Dear Mr. Hagler:

Please find attached the current invoices approved and paid by Mitchell Water System for the project.  
We request reimbursement at this time for the amount as shown:

Current Invoices

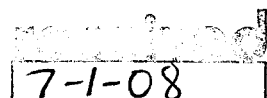
• GFC Construction, Inc. No. 1	\$98,747.22
(Less Betterment Portion by MWS)	<u>25,242.19</u>
Subtotal	\$73,505.03
• McGiffert and Associates, LLC No. 1	<u>\$56,952.16</u>
Total Amount This Request	\$130,457.19

Yours truly,  
MITCHELL WATER SYSTEM, INC.



Charles P. Turnipseed, President

Attachments



EX-73

# APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE NO. 1

DATE: 6/25/08

Pay Request for June 08

TO OWNER: Mitchell Water System	PROJECT: Duncanville School Rd. Water Relocation
FROM CONTRACTOR: GFC Construction, Inc. PO Box 87 Duncanville, AL 35456	TO: Engineer McGiffert and Associates, LLC

TOTAL ORIGINAL CONTRACT	\$ 429,197.42
CHANGE ORDER(S)      NUMBERS <u>0</u> THROUGH <u>0</u>	\$ -
TOTAL CONTRACT TO DATE	\$ 429,197.42

1 Brought Forward:	TOTAL CONTRACT TO DATE	\$ 429,197.42
	AMOUNT COMPLETE      24%	\$ 103,944.45
2	Stored Materials per the attached inventory of Stored Materials	\$ -
3	Total Completed Work and Stored Materials	\$ 103,944.45
4	Less Retainage (5%)	\$ 5,197.23
5	Total Completed Work and Stored Materials, Less Retainage	\$ 98,747.22
6	Total Due	\$ 98,747.22
7	Less Total Previous Payments to Contractor	\$ -
8	Balance Due This Estimate	\$ 98,747.22

### CONTRACTOR'S CERTIFICATION

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.

By [Signature] DATE: 6/25/2008

Project Mgr  
(TITLE)

Sworn and subscribed before me this 25 day of June 2008

[Signature] L.S.  
Notary Public

### Approved for Payment

McGiffert and Associates, LLC

(Engineer)

By [Signature]

Date 6/30/08

### REVIEW AND APPROVALS

Approved by

Mitchell Water System, Inc.  
(Owner)

[Signature]  
Signature

6/30/08  
Date

Approved by

\_\_\_\_\_

Signature

Date

EX 7-2



NUMBER	DATE	PROJECT NUMBER	APPROVED
1	06/18/08	073074	<i>[Signature]</i>

Work Completed Thru 6/15/08

Page 1 of 1

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

Mitchell Water System, Inc.  
P.O. Box 70458  
Tuscaloosa, AL 35407

Re: Tuscaloosa County Commission  
Duncanville Middle School Road Water Main Relocation

Per Exhibit "C" - Payments to Engineer

Design Services

	Complete To Date	Contract Amount	Percent Complete
Study and Report Phase (C2.01 A.1.a.a.)	\$ 4,700.00	\$ 4,700.00	100%
Preliminary Design (C2.01 A.1.a.b.)	\$ 18,200.00	\$ 18,200.00	100%
Final Design (C2.01 A.1.a.c.)	\$ 18,200.00	\$ 18,200.00	100%
Bidding and Negotiating Phase (C2.01 A.1.a.d.)	\$ 2,500.00	\$ 2,500.00	100%

Field Surveys for Easements (C2.02 A.1.)

Project Manager/Professional Engineer, 23 hours @ \$110.00	\$ 2,530.00		
Professional Land Surveyor II, 8.5 hours @ \$90.00	765.00		
Land Surveyor Technician II, 7.75 hours @ \$78.00	604.50		
Field Survey Crew, 7.25 hours @ \$150.00	1,087.50		
Computer/CADD Technician II, 40.5 hours @ \$70.00	2,835.00		
	<u>\$ 7,822.00</u>	\$ 7,822.00	\$ 12,000.00 65%

Construction Observation (C2.03 B.1.a.)

Project Manager/Professional Engineer, 2 hours @ \$110.00	\$ 220.00		
Construction Technician III, 27.5 hours (reg.) @ \$80.00	2,200.00		
Construction Technician III, 8.5 hours (OT) @ \$96.00	816.00		
	<u>\$ 3,236.00</u>	\$ 3,236.00	\$ 38,600.00 8%

Construction Contract Management (C2.03 B.1.6.)

Principal/Professional Engineer, 2 hours @ \$140.00	\$ 280.00		
Project Manager/Professional Engineer, 15.5 hours @ \$110.00	1,705.00		
	<u>\$ 1,985.00</u>	\$ 1,985.00	6,200.00 32%

Compensation for Reimbursable Expenses (C2.03 C.3.)

Overnight Mail/Shipping	24.67		
Prints	284.49		
	<u>\$ 309.16</u>	\$ 309.16	\$ 2,200.00 14%

Total Amount Due \$ 56,952.16

Respectfully Submitted,

*[Signature]*  
Darrell A. Hobson, PE

Approved for Payment:

*[Signature]*  
Mitchell Water System, Inc.

K:Bill@June2008

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 7-2

**APPLICATION AND  
CERTIFICATION FOR  
PAYMENT**

**SCHEDULE OF VALUES  
COVER SHEET**

ESTIMATE NO. 5  
DATE 6/30/2008

<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>79</u> ) %	\$	1,799,143.51
2. Stored Materials:	\$	-
3. Total Completed Work and Stored Materials.....	\$	1,799,143.51
4. Total Retainage Held( 5%).....	\$	84,784.83
5. Less Materials & Property Payments by the Owner.....	\$	-
6. Total Due.....	\$	1,714,358.68
7. Less Total Previous Payments.....	\$	1,610,911.50
8. Total Estimate.....	\$	103,447.19
9. Retainage Held this Estimate( 5%).....	\$	-
10. Balance Due This Estimate.....	\$	103,447.19

<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 Tol</u> Date <u>7/8/08</u>  <u>Managing member</u>                  (Title)</p> <p>Sworn and subscribed before me this <u>8th</u> day of <u>July</u> 2008  <u>Kimberly J. Tol</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 align="center"><u>BURK-KLEINPETER, INC.</u>                  (Engineer)</p> <p>By <u>Craig Williams</u>                  Date <u>7-14-08</u></p>
---	--

**REVIEW AND APPROVALS**

Approved by _____	Signature <u>[Signature]</u>	Date _____
Approved by _____	Signature _____	Date _____
Approved by _____	Signature _____	Date _____

EX7-3

# APPLICATION FOR PAYMENT

Attach Schedule of Values

ESTIMATE NO. 3

DATE: 7/17/08

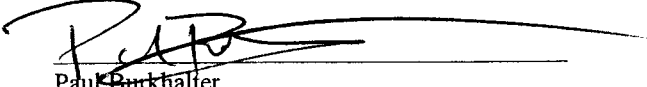
Pay Request for July 2008

<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>

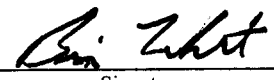
## STATEMENT OF CONTRACT ACCOUNT:

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)	\$ 855,137.07
6	Materials Stored on Site (as per attached breakdown)	\$ 35,234.08
7	<b>TOTAL TO DATE</b>	<b>\$ 890,371.15</b>
8	Less Retainage (5%)	\$ 44,518.56
9	Subtotal Less Retainage	\$ 845,852.59
10	Total of Previous Applications	\$ 345,347.71
11	<b>AMOUNT DUE THIS REQUEST</b>	<b>\$ 500,504.88</b>

GFC Construction, Inc.

  
Paul Burkhalter  
Project Manager

### REVIEW AND APPROVALS

Approved by ALMON Associates, Inc.  7/17/08  
Engineer Signature Date

Approved by Tuscaloosa County \_\_\_\_\_  
Owner Signature Date



EX7-4



STATE OF ALABAMA

COUNTY OF TUSCALOOSA

CLAIM FOR PAYMENT

I/we, the undersigned, hereby make and file this claim against the County of Tuscaloosa, Alabama, and submit this following facts relating to the incident made the basis of this claim together with the damages which I request be paid by the

County of Tuscaloosa, Alabama: I was driving on Swindle Road on June 6 when I was hit by a Tractor driven by a County worker.

(Use reverse side for further information)

I respectfully request payment from the County of Tuscaloosa, Alabama in the sum of \$ 2,754.14 for full and complete compensation for the above described incident and resulting damages.

Dated this the 25 day of June, 2008.

Hazel B. Smith  
Claimant Signature

14818 Mac Circle  
Address

Duncanville Al. 35456  
City State Zip

205-752-8098  
Phone

received  
6-30-08

EX 7-5

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

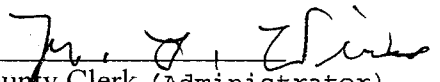
BE IT RESOLVED, by the Tuscaloosa County Commission as follows:

1. That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Transportation Enhancement project with partial funding by the Federal Highway Administration, which agreement is before this Commission;
2. That the agreement be executed in the name of the County, for and on behalf of the County, by its Chairman.
3. That it be attested by the 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 on file by the County Clerk.

I, the undersigned qualified and acting County Clerk of the County of the Tuscaloosa County Commission, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 23rd day of July, 2008, and that such resolution is on file in the County Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 23rd day of July, 2008.

  
\_\_\_\_\_  
County Clerk (Administrator)  
Melvin Vines

**AGREEMENT  
FOR A TRANSPORTATION ENHANCEMENT PROJECT**

**BETWEEN THE STATE OF ALABAMA AND  
THE TUSCALOOSA COUNTY COMMISSION**

**Tuscaloosa County**

**Northside School Sidewalks  
Project No. STPTE-TE08(932)**

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the Tuscaloosa County Commission, hereinafter referred to as AGENCY, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA, and

WHEREAS, legislation enacted by the U. S. Congress authorizing the establishment of a Surface Transportation Program, and

WHEREAS, said legislation requires that ten percent of the Surface Transportation Program funds be available for transportation enhancement activities, and

WHEREAS, transportation enhancement activities are defined as...“provision of facilities for pedestrians and bicycles, provision of safety and educational activities for pedestrians and bicyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, (including the provision of tourist and welcome center facilities), landscaping and other scenic beautification, historic preservation, rehabilitation and operation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals), preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails), control and removal of outdoor advertising, archaeological

planning and research, environmental mitigation to address water pollution due to highway runoff, or reduce vehicle caused wildlife mortality while maintaining habitat connectivity, and establishment of transportation museums.”

WHEREAS, the AGENCY developed a project application, including the document relating thereto, which was subsequently submitted to the STATE and approved, and

WHEREAS, it is in the public interest for the STATE and the AGENCY to participate in a transportation enhancement program, as reflected by such project application.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

**PART TWO (2): PROJECT PROVISIONS**

- A. Project Description:** The AGENCY will undertake a transportation enhancement project in accordance with this Agreement, plans approved by the STATE and the requirements, provisions, terms, and conditions of the project application, including the documents relating thereto, developed by the AGENCY and approved by the STATE. This application, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the AGENCY that failure to carry out the project in accordance with the Agreement, approved plans and the project application, including documents related thereto, may result in the loss of federal funding for the project.
- B. Time Limit:** This project will commence upon execution of this Agreement and upon written authorization to proceed from the STATE directed to the AGENCY. The AGENCY shall have no more than two (2) years from the date of execution of this agreement to begin construction, or to begin special studies or educational programs, or to begin right-of-way acquisition, or to commence other eligible activities in accordance

with the scope of work approved by the STATE. If this stipulation is not met, the STATE will notify the AGENCY in writing that the project is terminated.

**C. Project Funding:** It is expressly understood that federal funds for this project will be provided from Surface Transportation Program funds as authorized under 23 U.S.C 133(d)(2) and the STATE will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the AGENCY prior to accomplishment of work for which reimbursement is requested. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal transportation enhancement funds and 20 percent AGENCY funds, not to exceed a maximum sum of \$276,285.00 in federal funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated Agency Funds	Estimated State Funds
Construction (Including Professional Fees for Construction Engineering and Inspection)	\$345,385.00	\$276,285.00	\$69,100.00	\$0

Plans for constructing improvements under this project will be developed by or for the AGENCY at no expense to the STATE or FHWA. Construction of improvements under this agreement will be by contract in keeping with applicable competitive bid laws. Necessary engineering and inspection during construction will be performed by or for the AGENCY and will be paid for with federal funds. Any cost incurred by the AGENCY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amount previously stated will be borne and paid by the AGENCY with no liability of the STATE for any such cost.

**D. Project Budget:** The AGENCY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and date of such approval. All cost for which the AGENCY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement.

Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the AGENCY be reimbursed for expenditures over and beyond the amount approved by the STATE.

**E. Ownership of Property:** All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the AGENCY at no expense to the STATE or FHWA. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the AGENCY. In cases where property is leased, the terms of the lease will not be less than the expected life of the improvements.

**F. Acquisition of Property:** Acquisition of real property by the AGENCY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

**G. Protection of Interest:** No change in use or ownership of real property acquired or improved with funds provided under the terms of this agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA

will be credited on a prorata share any revenues received by the AGENCY from the sale or lease of property, which is the site of the federally funded project.

- H. Purchase of Project Equipment and/or Services:** The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The AGENCY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The AGENCY will not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the AGENCY will provide all bids to the STATE with a recommendation for award. The AGENCY will not award the contract until it has received written approval from the STATE.
- I. Invoicing:** The AGENCY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the AGENCY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Division Engineer for payment. The AGENCY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto.

Invoices for any work performed by the AGENCY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

**J. Maintenance:** Upon completion and acceptance of the work by the STATE, the AGENCY will assume full responsibility for the project work.

**K. Contracts under this Agreement:** The AGENCY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

**L. Records and Reports:**

1. Establishment and Maintenance of Accounting Records: The AGENCY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.
2. Documentation of Project Cost: All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE.
3. Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be



clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

4. Reports: The AGENCY will report to the STATE the progress of the project in such manner as the STATE may require. The AGENCY will also provide the STATE any information requested by the STATE regarding the project.
5. Financial Statements: The AGENCY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
6. Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.

**M. Regulations:** The STATE hereby obligates the AGENCY to comply with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the AGENCY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.

- (1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a federal, state or local law, must be applied for the maintenance and long term upkeep of the transportation enhancement project authorized by this agreement.
- (2) The AGENCY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation enhancement project, that federal funds expended on this project must be refunded to the FHWA and the

AGENCY will reimburse and pay to the STATE a sum of money equal to the total amount of state and federal funds expended under this agreement.

- N. **Point of Contact:** The applicable or appropriate division office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the AGENCY.

**PART THREE (3): MISCELLANEOUS PROVISIONS**

- A. **Agency to Indemnify:** The AGENCY will be responsible at all times for this project and all of the work performed under this Agreement and especially the AGENCY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, and agents of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.
- B. **Audit and Inspection:** The AGENCY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the AGENCY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The AGENCY will also permit the above noted persons to audit the books, records and accounts of the AGENCY pertaining to the project at any and all

times, and the AGENCY will give its full cooperation to those persons or their authorized representatives, as applicable.

- C. Audit Requirements:** The AGENCY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. Termination:** In the event the AGENCY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the AGENCY under this Agreement. Any such default or defaults not corrected by the AGENCY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the AGENCY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the AGENCY will not constitute a waiver of subsequent default or defaults by the AGENCY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.
- E. Retention of Records:** The AGENCY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- F. Performance:** The AGENCY will commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- G. Equal Employment Opportunity:** The AGENCY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The AGENCY will take affirmative action to insure that applicants for employment are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials for the purpose of monitoring the AGENCY'S compliance with the provisions of this section.
- H. Title VI – Civil Rights Act of 1964:** The AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d.)et seq.), the regulations of USDOT issued thereunder (49 CFR, Subtitle A, Part 21), and the assurance by the AGENCY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials which will permit them to monitor the AGENCY for compliance with the provisions of this section.
- I. Prohibited Interest:** No member, officer, or employee of the AGENCY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

- J. Americans with Disabilities Act:** The AGENCY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- K. Arbitration:** Following the utilization of voluntary alternative dispute resolution, if any dispute should remain, then the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.
- L. Permission to Start Work:** The AGENCY will not proceed with the project work until the STATE gives written authorization for the AGENCY to proceed.
- M. Restrictions on Lobbying:** The prospective participant/recipient, by causing the execution of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under 31 U. S. C. §1352 and the person signing same 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 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 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 31 U.S.C. § 1352, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under 31 U.S.C. § 1352, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, and that all such subrecipients shall certify and disclose accordingly.

- N. Other Applicable Regulations:** The AGENCY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Control Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- O. Subcontracts:** The AGENCY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the STATE.
- P. Exhibits M, N and O** are hereby attached to and made a part of this Agreement.
- Q. Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- R. Drug Free Workplace Act of 1988:** The AGENCY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.

- S. **Expiration:** This agreement shall terminate on March 31, 2011, 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 Agency agrees that the State may unilaterally extend the time of the agreement.
- T. **7/24<sup>th</sup> Law:** Nothing shall be construed under the terms of this Agreement by the AGENCY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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

ATTEST:

By: M. J. Vines  
County Clerk (Signature)

Tuscaloosa County Commission  
By: W. Hardy McCollum  
As Chairman (Signature)

Melvin Vines  
Type Name of Clerk (Administrator)

W. Hardy McCollum  
Type Name of Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jim R. Ippolito, Jr.  
Chief Counsel  
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
L. Dee Rowe, Division Engineer

\_\_\_\_\_  
Robert J. Jilla  
Multimodal Transportation Engineer

\_\_\_\_\_  
D. W. Vaughn  
Chief Engineer/Deputy Director

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

\_\_\_\_\_  
D. J. McInnes, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Bob Riley  
Governor, State of Alabama

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### CERTIFICATION

This certification is applicable to the instrument to which it is attached when 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 3 1, 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 13 52, Title 3 1, 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 3 1, 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 3 1, 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.

7/1/02

## 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

- a. 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.
- b. In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

### MEDIATION CLAUSE FOR STATE CONTRACTS

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations 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's Office of Administrative hearings or where appropriate, private mediators.

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**EXHIBIT O**  
**COOPERATIVE MAINTENANCE PROVISIONS**

1. The STATE'S Division Office, Bureau of Maintenance, Landscape Architect, and in the case of interstate highways, the Federal Highway Administration, shall review and approve all final plans and specifications prior to advertisement for construction bids.
2. The AGENCY agrees to maintain the vegetative cover within the project boundaries by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover (turf and ground cover) reaches 12 inches. Reschedule mowing operations in accordance with the planned frequency. In the event that shrubs and/or trees are planted within the area, trimming and weeding in and around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance.  
  
Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if moundings of the clippings or other incidental debris occurs. Note: The AGENCY agrees to remove or cut to below 4 inches any vegetation that exceeds clear zone standards as defined in the AASHTO "Guide for Transportation Landscape and Environmental Design." For example: trees and shrubs whose ultimate trunk diameter exceeds 4 inches. The AGENCY will immediately remedy any and all clear zone and sight encroachments in accordance with AASHTO's "Transportation Landscape and Environmental Design Guide."
3. The AGENCY will see that adequate sight distances are maintained for maximum public safety; otherwise, the STATE reserves the right to remedy this situation in the most expedient manner.
4. The STATE is not responsible for the safety of the individuals involved or taking part in

EX 7-6

- this work during maintenance operations. Signs indicating "MEN WORKING" can be obtained from the STATE prior to work and must be returned after completion of work.
5. If STATE construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the STATE to establish a stand of vegetative cover if deemed necessary by the STATE and then the AGENCY's responsibility to maintain the vegetative cover as stipulated herein.
  6. All work shall be subject to the inspection and approval of the STATE. A detailed description of the proposed work must accompany this and any associated proposal. The STATE does not grant applicant any right, title, or claim on any highway right-of-way.
  7. The AGENCY agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.
  8. The AGENCY shall be solely responsible for and hold harmless the STATE for any claim for damage done to existing private property, public utility, or the traveling public.
  9. All disturbed areas shall be topsoiled, and re-vegetated by the AGENCY in accordance with standard specifications of the STATE.
  10. In accomplishment of the work by the AGENCY, or its contractor, no drainage structures or channels will be changed or altered other than as shown on the project plans.
  11. Failure of the AGENCY to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the STATE.

Project Number: IAR-063-000-020

R E S O L U T I O N

WHEREAS, the Tuscaloosa County Commission has been approved for grant funding in the amount of \$2,122,400.00 (basic application and Amendment Nos. 1 and 2) by the **State of Alabama Industrial Access Road and Bridge Corporation Program**, as administered by the State of Alabama Department of Transportation, for the **Cedar Cove Technology Park (Progress Drive) Extension Project**; and

WHEREAS, construction bids were received and publicly opened by the County on July 17, 2008; and


WHEREAS, the bids have been tabulated and reviewed by the Project Engineer and the recommendation of award has been received; and

WHEREAS, the extension of Progress Drive to Tuscaloosa County Road No. 59 remains a priority for the Commission and the industries in the area to provide a second means of ingress and egress for the Cedar Cove Technology Park;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission, contingent upon receipt of written concurrence with the award of the contract for construction from the State of Alabama Department of Transportation, hereby awards the contract for the construction of said project to **Tomlin Construction, LLC, 145 Tuscaloosa Road, Gordo, Alabama 35466**, in the amount of **\$2,465,759.38**.

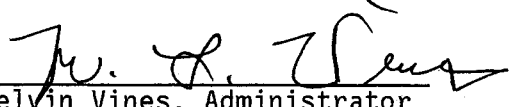
BE IT FURTHER RESOLVED that, upon receipt of the aforementioned concurrence, W. Hardy McCollum, Commission Chairman, is hereby authorized to execute any and all documents which are required for the project to proceed in a timely manner.

Approved and adopted this the 23rd day of July, 2008.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

S E A L

Attest:

  
Melvin Vines, Administrator  
Tuscaloosa County Commission

TOMLIN-RES (2008 Projects)

EX 7-7

# EXHIBIT "K"

## AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: December 19, 2008
- b. Owner: Tuscaloosa County Commission
- c. Engineer: McGiffert and Associates, LLC
- d. Project: Progress Drive, Phase II

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

[List other Attachments, if any]

Attachment 2, Additional Engineering and Reimbursable Expense Summary

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

EX 7-7

**Modifications**

---

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

1. Engineer shall perform the following Additional Services:

N/A

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

See Attached Additional Engineering and Reimbursable Expense Summary  
(Attachment 2)

3. The responsibilities of Owner are modified as follows:

N/A

4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

See Attached Additional Engineering and Reimbursable Expense Summary  
(Attachment 2)

5. The schedule for rendering services is modified as follows:

N/A

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

N/A

OWNER:

ENGINEER:

Tuscaloosa County Commission

McGiffert and Associates, LLC

By:

*W. Andy McCollum*

By:

*W. D. McSpill*

Title:

Chairman

Title:

Manager

Date Signed:

Date Signed:

7-23-08

APPROVED BY  
COUNTY COMMISSION  
DATE 7-23-2008

EX 7-7



**Tuscaloosa County Commission**  
**Progress Drive Phase II**  
**Roadway Construction Project**  
**ADDITIONAL ENGINEERING AND REIMBURSABLE EXPENSE SUMMARY**  
July 18, 2008

<b>Article C2.01.A.1.a.d</b>			
<b>Bidding &amp; Negotiating Phase (Rebid Coordination)</b>			
Senior Project Manager, 6.5 hours @ \$125.00	\$	812.50	
Project Manager/Professional Engineer III, 11.5 hours @ \$110.00	\$	1,265.00	
Engineer II, 8.0 hours @ \$85.00	\$	<u>680.00</u>	
	\$	2,757.50	\$ 2,757.50
<b>Article C2.02.A.3</b>			
<b>Additional Right-of-Way Negotiation Assistance (United Land Corporation)</b>			
Senior Project Manager, 12.0 hours @ \$125.00	\$	1,500.00	
Project Manager/Professional Engineer III, 8.5 hours @ \$110.00	\$	<u>935.00</u>	
	\$	2,435.00	\$ 2,435.00
<b>Article C2.02.A.5</b>			
<b>Additional Reimbursable Expenses Associated with Rebid</b>			
Advertisement Costs	\$	700.00	
Prints/Copies	\$	<u>1,500.00</u>	
	\$	2,200.00	\$ 2,200.00
		<b>TOTAL</b>	<b>\$ 7,392.50</b>

July 23, 2008

PROJECT BUDGET ANALYSIS

**Project: Progress Drive Industrial Access Road Extension  
Project, Cedar Cove Technology Park**

**Funding Sources (Receipts):**

Industrial Access Grant (State Department of Transportation)	- \$ 2,122,400.00
Tuscaloosa County Commission	- \$ 992,992.88
City of Tuscaloosa	- \$ 250,000.00
<b>Total Receipts</b>	<b>- \$ 3,365,392.88</b>

**Project Costs (Expenditures):**

Construction	- \$ 2,465,759.38
Engineering (see attached breakdown)	- \$ 453,750.00
Contract Amendment No. 1	- \$ 7,392.50
Wetland Mitigation	- \$ 133,600.00
Project Contingencies	- \$ 304,891.00
<b>Total Expenditures</b>	<b>- \$ 3,365,392.88</b>

EX 7-7