

TUSCALOOSA COUNTY COMMISSION

MEETING

August 27, 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:

Gary Youngblood  
Bobby Miller  
Reginald Murray

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

BURK-KLEINPETER, INC. - \$34,623.62 for construction management on LakeView Elementary School Access Road Project

Exhibit 8-1, Page 843

Judge W. Hardy McCollum moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the following payment:

BURK-KLEINPETER, INC. - \$5,580.00 for design services on Brownville Pike Bridge Replacement Project

Exhibit 8-2, Page 844

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of \$424,041.98 to Tomlin Construction LLC for work completed on the LakeView Elementary School Access Road Project.

Exhibit 8-3, Page 845

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of \$351,887.70 to GFC Construction Inc. for work completed on the Duncanville Middle School Access Road Project.

Exhibit 8-4, Page 846

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the low bid meeting specifications on the following:

TRAFFIC STRIPING

Highway Management Systems  
Ozark Striping Co. Inc.

GUARDRAIL END ANCHORS

Tri-State Guardrail & Sign Co. Inc.  
Alabama Guardrail Inc.

Exhibit 8-5, Pages 847-855

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution requesting that the Tombigbee Resource Conservation and Development Council adopt the Hurricane Creek Recreation Project as an area-wide project and assist PARA, the County Commission, and other agencies involved in securing funds for said project.

Exhibit 8-6, Page 856

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve Change Order No. 1 to Tomlin Construction LLC's contract on the Progress Drive, Phase II, Road Extension Project. The change order reflects a decrease of \$157,337.90 in the contract price.

Exhibit 8-7, Page 857

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve Amendment No. 2 to McGiffert and Associates LLC's contract on the Progress Drive, Phase II, Road Extension Project. The amendment reflects an increase of \$9,850.00 for additional work performed by the engineering firm on said project.

Exhibit 8-8, Pages 858-860


Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter into an agreement with West Alabama Traffic Safety Program whereby the County Commission will receive a \$1,700.00 traffic enforcement grant to pay for overtime during major holiday time periods.

Exhibit 8-9, Pages 861-863


Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to transfer a 2005 Ford 250 truck (VIN #1FTSX21P35ED16577) to the Sheriff's Office. This vehicle was declared surplus on May 7, 2008.

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to negotiate with Kansas City Southern Railroad Co. and Watco to split the cost, on a 50/50 basis, of replacing the wooden one-lane Holman Church Road bridge. The county is willing to share the cost of the project, which is estimated to be \$300,000.00, to ensure the safety of its citizens.

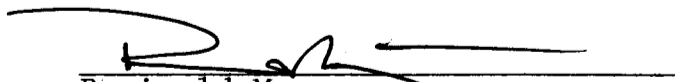
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 3, 2008.

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

ABSENT  
Don Wallace  
Commissioner - District I

  
Gary Youngblood  
Commissioner - District II

  
Bobby Miller  
Commissioner - District III

  
Reginald Murray  
Commissioner - District IV

# BURK - KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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



OVER 95 YEARS OF SERVICE

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT  
O. JEFFREY WOOD, PE

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

July 31, 2008

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

Re: Eastern Elementary School  
Access Rd  
Invoice #13  
BKI Job No. 3308

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

PAYMENT REQUEST NO. 13

	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	96%	\$230,400.00	\$ 34,623.62
CONSTRUCTION SURVEY SERVICES	\$ 27,500.00	100%	\$ 27,500.00	\$ -
CONSTRUCTION TESTING SERVICES	\$ 60,500.00	57%	\$ 34,562.00	\$ -
ROW	\$ 10,000.00	100%	10,000.00	-
ADVERTISEMENT TO BID ADS			809.49	
TOTALS:			\$627,168.34	\$ 34,623.62
LESS PREVIOUSLY INVOICED:			(592,544.72)	
AMOUNT DUE THIS INVOICE:				\$ 34,623.62

BKI Invoice: 45355  
JC

received  
8-13-08

EX 8-1

**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

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July 31, 2008

CHAIRMAN OF THE BOARD  
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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 July 2008.

PAYMENT REQUEST NO. 1

Lump Sum Fee \$6,975.00

	AMOUNT	COMPLETE	COMPLETE	AMOUNT DUE
ENGINEERING SERVICES	\$6,975.00	100%	\$ 6,975.00	\$ 5,580.00
TOTALS:			\$ 6,975.00	\$ 5,580.00

LESS PREVIOUS AMOUNT: \$ 1,395.00  
AMOUNT DUE THIS INVOICE: \$ 5,580.00

BKI Invoice: 45362  
jc

received  
8-13-08

EX 8-2

**APPLICATION AND  
CERTIFICATION FOR  
PAYMENT**

**SCHEDULE OF VALUES**

ESTIMATE NO. 6  
DATE 7/25/2008

**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 Construciton 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>98</u> ) %	\$	2,223,185.49
2. Stored Materials:	\$	-
3. Total Completed Work and Stored Materials.....	\$	2,223,185.49
4. Total Retainage Held( 5%).....	\$	84,784.83
5. Less Materials & Property Payments by the Owner.....		
6. Total Due.....	\$	2,138,400.66
7. Less Total Previous Payments.....	\$	1,714,358.68
8. Total Estimate.....	\$	424,041.98
9. Retainage Held this Estimate( 5%).....	\$	-
10. Balance Due This Estimate.....	\$	424,041.98

<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 Jenkins</u> Date <u>8/8/08</u> <u>Managing member</u> (Title)</p> <p>Sworn and subscribed before me this <u>8th</u> day of <u>August</u> 2008 <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 align="center"><u>BURK-KLEINPETER, INC.</u> (Engineer) <u>[Signature]</u></p> <p>By <u>[Signature]</u> Date <u>8-12-08</u></p>
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**REVIEW AND APPROVALS**

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

①

EX 8-3

# APPLICATION FOR PAYMENT

Attach Schedule of Values

ESTIMATE NO. 4

DATE: 8/11/08

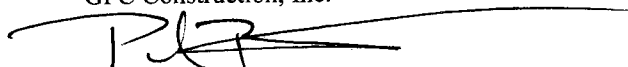
Pay Request for August 2008

<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	ADJUSTED CONTRACT AMOUNT	\$ 4,312,204.87
4	Value of Work Completed to Date (as per attached breakdown)	\$ 1,260,779.25
6	Materials Stored on Site (as per attached breakdown)	\$ -
7	TOTAL TO DATE	\$ 1,260,779.25
8	Less Retainage (5%)	\$ 63,038.96
9	Subtotal Less Retainage	\$ 1,197,740.29
10	Total of Previous Applications	\$ 845,852.59
11	AMOUNT DUE THIS REQUEST	\$ 351,887.70

GFC Construction, Inc.



Paul Burkhalter  
Project Manager


### REVIEW AND APPROVALS

Approved by ALMON Associates, Inc.  
Engineer

  
Signature

8/12/08  
Date

Approved by Tuscaloosa County  
Owner

  
Signature

\_\_\_\_\_  
Date

EX 8-4

## BID SUBMISSION FORM AND SPECIFICATIONS TRAFFIC STRIPING

The bidder agrees to perform all of the work as described herein and in the specifications and/or plans, as applicable, for the following unit prices:

QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL PRICE
50	MILE	701A Solid White, Class 2, Type A Traffic Stripe (0.09" Thick)	\$2,450.00	\$122,500.00
50	MILE	701A-Broken Yellow, Class 2, Type A Traffic Stripe (0.09" Thick)	\$1,650.00	\$82,500.00
10	MILE	701A-Broken White, Class 2, Type A Traffic Stripe (0.09" Thick)	\$1,650.00	\$16,500.00
200	MILE	701A-Solid Yellow, Class 2, Type A Traffic Stripe (0.06" Thick)	\$2,250.00	\$450,000.00
200	MILE	701A-Solid Yellow, Class 2, Type A Traffic Stripe (0.09" Thick)	\$2,450.00	\$490,000.00
1200	LF	701B-Dotted White, Class 2, Type A Traffic Stripe	\$0.75	\$900.00
25	MILE	701C-Broken Temporary Traffic Stripe	\$650.00	\$16,250.00
25	MILE	701C-Solid Temporary Traffic Stripe	\$750.00	\$18,750.00
5000	SQ FT	703A-Traffic Control Markings Class 2, Type A	\$5.00	\$25,000.00
1000	SQ FT	703B-Traffic Control Legends Class 2, Type A	\$5.00	\$5,000.00
1000	SQ FT	703D-Temporary Traffic Control Markings	\$2.00	\$2,000.00
1000	SQ FT	703E-Temporary Traffic Control Legends	\$2.00	\$2,000.00
1000	EACH	705A-Pavement Markers, Class A-H, Type 1B	\$5.25	\$5,250.00
1000	EACH	705A- Pavement Markers, Class A-H, Type 2D	\$5.25	\$5,250.00

HIGHWAY MANAGEMENT SYSTEMS

FIRM

8/20/08

DATE

The above stated Unit prices shall include all labor, materials, overhead, profit, insurance, testing, inspection charges, engineering, etc. to cover the completion of the work as required. All construction, materials, and testing shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction 2006 Edition.

EX 8-5



# Highway Management Systems

1110 HIGHWAY 31 SOUTH CALERA, AL 35040 (205) 663-1511

*"To Handle and Direct with Skill"*

## SPECIAL NOTES FOR BIDS

- \*MINIMUM ORDER FOR CLASS 2 STRIPING WILL BE \$2,500.00.
- \*MINIMUM ORDER FOR TEMPORARY STRIPING WILL BE \$500.00.
- \*BID PRICES DO NOT INCLUDE ANY CLEANING OF ROADWAY OR REMOVAL OF GRASS OR DIRT.
- \*STRIPING SHALL CONFORM TO ALDOT 2006 SPECIFICATIONS WITH TYPE 1 BEADS ONLY.
- \*PERMANENT STRIPING SHALL BE COMPLETED WITHIN 15 DAYS.
- \*THE ABOVE PRICES DO NOT INCLUDE ANY INSPECTION FEES.



JAMES W. TONER  
PRESIDENT

## BID SUBMISSION FORM AND SPECIFICATIONS TRAFFIC STRIPING

The bidder agrees to perform all of the work as described herein and in the specifications and/or plans, as applicable, for the following unit prices:

QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL PRICE
50	MILE	701A Solid White, Class 2, Type A Traffic Stripe (0.09" Thick)	\$ 1750.00	\$ 87,500.00
50	MILE	701A-Broken Yellow, Class 2, Type A Traffic Stripe (0.09" Thick)	\$ 950.00	\$ 47,500.00
10	MILE	701A-Broken White, Class 2, Type A Traffic Stripe (0.09" Thick)	\$ 950.00	\$ 9,500.00
200	MILE	701A-Solid Yellow, Class 2, Type A Traffic Stripe (0.06" Thick)	\$ 1585.00	\$317,000.00
200	MILE	701A-Solid Yellow, Class 2, Type A Traffic Stripe (0.09" Thick)	\$ 1750.00	\$350,000.00
1200	LF	701B-Dotted White, Class 2, Type A Traffic Stripe	\$ 1.50	\$ 1,800.00
25	MILE	701C-Broken Temporary Traffic Stripe	\$ 750.00	\$ 18,750.00
25	MILE	701C-Solid Temporary Traffic Stripe	\$ 820.00	\$ 20,500.00
5000	SQ FT	703A-Traffic Control Markings Class 2, Type A	\$ 4.00	\$ 20,000.00
1000	SQ FT	703B-Traffic Control Legends Class 2, Type A	\$ 4.50	\$ 4,500.00
1000	SQ FT	703D-Temporary Traffic Control Markings	\$ 2.50	\$ 2,500.00
1000	SQ FT	703E-Temporary Traffic Control Legends	\$ 2.50	\$ 2,500.00
1000	EACH	705A-Pavement Markers, Class A-H, Type 1B	\$ 5.50	\$ 5,500.00
1000	EACH	705A- Pavement Markers, Class A-H, Type 2D	\$ 5.50	\$ 5,500.00

PLEASE SEE ATTACHED OZARK STRIPING COMPANY SPECIAL NOTES!!!!!!

Ozark Striping Company, Inc.  
FIRM

August 21, 2008  
DATE

The above stated Unit prices shall include all labor, materials, overhead, profit, insurance, testing, inspection charges, engineering, etc. to cover the completion of the work as required. All construction, materials, and testing shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction 2006 Edition.

EX8-5

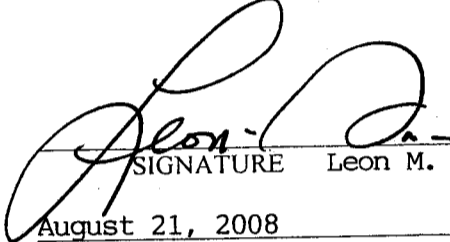
The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award. There will be a minimum of ten (10) miles of stripe per required trip unless bidder agrees voluntarily to a lesser quantity. **The Bidder agrees that all orders for work shall be completed within five (5) working days from placement of such order. In the event that orders are not completed within five (5) working days from the placement of such orders, Tuscaloosa County may, at it's option, place an order for the work with the next highest bidder. In the event that an order is completed by the next highest bidder, the difference in cost between the bid price of the low bidder and the bid price of the next highest bidder shall be deducted from payments due the low bidder. The successful bidder/vendor shall contact the Tuscaloosa County Engineering Department at least 24 hours in advance prior to beginning work on any order. Also, the successful bidder/vendor shall send a representative to meet with a designated employee of the Tuscaloosa County Engineering Department to verify work location, quantities, etc. prior to beginning work on any order. Failure to carry out the above provisions may result in voiding of this bid/contract.**

Revised: 8-7-08

Ozark Striping Company, Inc.  
COMPANY

P.O. Box 847, Ozark, AL 36361  
ADDRESS

334-774-2138 / 334-774-9073  
TELEPHONE/FAX

  
SIGNATURE Leon M. Gross, III  
August 21, 2008  
DATE

As far as your terms and conditions Ozark Striping Co., Inc. requires at least 14 days notice before work can begin for scheduling purposes. We would also request that you send us your work order's in a group that contains the 10 Mile minimum in your terms and conditions. We would also request at least 14 days to complete our work per work order. If you accept our bid and issue a purchase order, these terms and conditions will apply.

**Ozark Striping Company  
Special Notes For Bids**

**Note:** The total minimum dollar volume ordered for Class 1 striping shall exceed one thousand dollars ( \$ 1,000.00 ) per work order.

**Note:** The total minimum dollar volume ordered for Class 2 striping shall exceed seven thousand five hundred dollars ( \$ 7,500.00 ) per work order.

**Note:** The total minimum dollar volume ordered for Class 2T striping shall exceed five thousand dollars ( \$ 5,000.00 ) per work order.

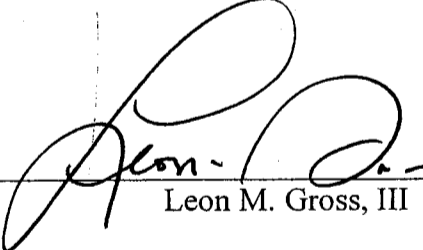
**Note:** The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed one thousand two hundred and fifty dollars ( \$ 1,250.00 ) per work order.

**Note:** There is no minimum dollar volume for Temporary Traffic Stripe.

**Note:** Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.

**Note:** These items are quoted under the 2006 ALDOT specifications prior to any special provisions.

**Note:** Ozark Striping will accept this bid on an all or none basis only.

  
\_\_\_\_\_  
Leon M. Gross, III - President

EX 8-5

**BID SPECIFICATIONS FOR GUARDRAIL END ANCHORS**

The Tuscaloosa County Commission wishes to accept bids for the installation of Sixty each (60) Type 20 Series end anchors (complete). All materials furnished and installation of said materials shall comply with the State of Alabama Department Of Transportation Standard Specifications for Highway Construction, 2006 Edition (hereinafter referred to as the "Specifications") and to the ALDOT Special and Standard Highway Drawings, 2004. Special attention is directed to Section 630.00 of the Specifications.

**All necessary information must be filled in on each bid sheet: Vendor's name and address, date, in the space provided. No bid will be considered unless submitted on these forms.**

**Work shall begin within fifteenth (15) working days after notification by the Tuscaloosa County Engineering Department. Work shall be prosecuted in a continuous manner until completion. In the event that work has not started within fifteenth (15) working days and/or work is not prosecuted in a diligent and continuous manner, the bid may be canceled and placed with the bidder whose price is the next acceptable bid above the lowest acceptable bid received. The difference in cost accrued in the change from the bid price to the next acceptable bid price above that of the low bidder, may be charged as liquidated damages to the bidder failing to accomplish the work as described above, except where delays are due to causes beyond the control of the contractor.**

**Please note that the scope of this work will cover any location in Tuscaloosa County as directed by the Tuscaloosa County Engineers Office and there shall be no compensation for mobilization.**

The price bid for the anchors and guardrail shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work according section 630.03 of the Specifications. Payment shall be made under section 630.05 of the Specifications.

All material testing, certifications, test reports, etc. as required by the Specifications shall be provided by the contractor to the Tuscaloosa County Engineering Department.

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	BID PRICE (PER UNIT)
630C-050	TYPE 20 SERIES END ANCHORS	EACH	Sixty (60) EACH	4500.00

Tri-State Guardrail & Sign Co, Inc  
FIRM

8/12/08  
DATE

EX 8-5

GUARDRAIL END ANCHORS

COMPANY Tri-State Guardrail & Sign Co., Inc.  
Name

BY Melinda Simmons  
Signature Acceptable in Ink Only

MAILING ADDRESS PO Box 1028

CITY & STATE Collierville, TN 38027-1028

PHONE NO 901-221-0073

TERMS Net 30

DATE 8/12/08

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award.

## BID SPECIFICATIONS FOR GUARDRAIL END ANCHORS

The Tuscaloosa County Commission wishes to accept bids for the installation of Sixty each (60) Type 20 Series end anchors (complete). All materials furnished and installation of said materials shall comply with the State of Alabama Department Of Transportation Standard Specifications for Highway Construction, 2006 Edition (hereinafter referred to as the "Specifications") and to the ALDOT Special and Standard Highway Drawings, 2004. Special attention is directed to Section 630.00 of the Specifications.

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**Please note that the scope of this work will cover any location in Tuscaloosa County as directed by the Tuscaloosa County Engineers Office and there shall be no compensation for mobilization.**

The price bid for the anchors and guardrail shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work according section 630.03 of the Specifications. Payment shall be made under section 630.05 of the Specifications.

All material testing, certifications, test reports, etc. as required by the Specifications shall be provided by the contractor to the Tuscaloosa County Engineering Department.

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	BID PRICE (PER UNIT)
630C-050	TYPE 20 SERIES END ANCHORS	EACH	Sixty (60) EACH	\$2,175.00

ALABAMA GUARDRAIL, INC.  


---

 FIRM

August 13, 2008  


---

 DATE

EX 8-5

**R E S O L U T I O N**

WHEREAS, the Tuscaloosa County Commission has voted to support the proposal by PARA (Tuscaloosa County Park and Recreation Authority) in efforts to acquire and develop lands located on Hurricane Creek for recreational use, educational opportunities and overall enjoyment by the citizens of Tuscaloosa County and the entire West Alabama area; and

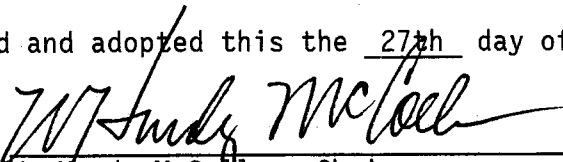
WHEREAS, the Tombigbee Resource Conservation and Development Council works to promote various projects within its jurisdiction involving conservation, education and other efforts aimed at enhancing the quality of life for the residents living within the eight counties included in the jurisdiction of the council; and

WHEREAS, PARA, with assistance passed through the Tuscaloosa County Commission, will require funding for the development of the proposed Hurricane Creek Recreation Project through available grants;

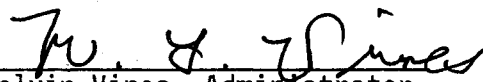
NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby requests that the Tombigbee Resource Conservation and Development Council adopt the aforementioned Hurricane Creek Recreation Project as an areawide project and proceed in working, in conjunction with PARA, the County Commission and other agencies, as required, toward the goal of securing any and all available funds to assist in the successful development of the proposed project.

BE IT FURTHER RESOLVED that W. Hardy McCollum, Chairman, is hereby authorized to execute all required documents related to the implementation of the assistance requested herein. Approved and adopted this the 27<sup>th</sup> day of August, 2008.

S E A L

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

Attest:

  
\_\_\_\_\_  
Melvin Vines, Administrator  
Tuscaloosa County Commission

EX 8-6



**CHANGE ORDER**

No. 1

<b>PROJECT:</b> Tuscaloosa County Commission Progress Drive Phase II Roadway Construction Project Project No. IAR-063-000-020	<b>DATE OF ISSUANCE:</b>
<b>OWNER:</b> Tuscaloosa County Commission 2501 7 <sup>th</sup> Street, Suite 300 Tuscaloosa, AL 35401	
<b>CONTRACTOR:</b> Tomlin Construction, LLC 641 Lum Fife Road Gordo, AL 35466	<b>ENGINEER:</b> McGIFFERT AND ASSOCIATES, LLC P.O. BOX 20559 TUSCALOOSA, AL 35402

You are directed to make the following changes in the Contract Documents.

See Page 2 of 2.

<b>CHANGE IN CONTRACT PRICE:</b>  Original Contract Price  \$ 2,465,759.38	<b>CHANGE IN CONTRACT TIME:</b>  Original Contract Time  N/A  days
Previous Change Orders No. to No. _____ to No. _____  \$ <u>None</u>	Net change from previous Change Orders  <u>None</u>
Contract Price prior to this Change Order  \$ 2,465,759.38	Contract Time Prior to this Change Order  <u>210 Consecutive Calendar Days</u> days
Net <del>Increase</del> (decrease) of this Change Order  \$ ( 157,337.90 )	Net Increase ( <del>decrease</del> ) of this Change Order  N/A  days
Contract Price with all approved Change Orders  \$ 2,308,421.48	Contract Time with all approved Change Orders  <u>210 Consecutive Calendar Days</u> days

RECOMMENDED: McGIFFERT AND ASSOCIATES, LLC  by <u>Jimmy Orr</u> <small>Engineer</small>	APPROVED: TUSCALOOSA COUNTY COMMISSION  by <u>[Signature]</u> <small>Owner</small>	APPROVED: Tomlin Construction, LLC  by <u>Larry Tomlin</u> <small>Contractor</small>
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APPROVED:  
 AL DEPARTMENT OF TRANSPORTATION  
 by \_\_\_\_\_

**APPROVED BY**  
**COUNTY COMMISSION**  
 DATE 8-27-2008

**received**  
8-25-08

EX 8-7

# 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"

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 \_\_\_\_\_.

**received**  
8-25-2008 *VR*

EX 8-8

This is **Attachment 1**, consisting of 1 page(s), to  
Amendment No. 2, dated \_\_\_\_\_, \_\_\_\_\_.

## **Modifications**

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[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:

- Redesign to move box culvert from East side of Little Hurricane Creek to West side as requested by the Contractor.
- Preparation of revised drainage and construction easement plat/descriptions.
- Modification to U.S. Army Corps of Engineers (Wetland Impact) agreement.
- Submission of revised construction plans to ALDOT for approval of change.
- Preparation of change order for contract modification.

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:

1 Lump Sum      \$9,850

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

EX 8-8

OWNER:

Tuscaloosa County Commission  
By: [Signature]  
Title: Chairman  
Date Signed: 8-27-2008

ENGINEER:

McGiffert and Associates, LLC  
By: [Signature]  
Title: Manager  
Date Signed: 8-25-08

EX 8-8

August 12, 2008

Sheriff Ron Abernathy  
Tuscaloosa County Sheriff Department  
714-1/2 Greensboro Avenue  
Tuscaloosa, AL 35401

Dear Sheriff Abernathy:

The Tuscaloosa County Sheriff Department has been selected to receive a traffic enforcement grant of **One Thousand Seven Hundred dollars (\$ 1,700.00)**. Enforcement objectives will be realized through funding of overtime salary +fringe to state and local enforcement agencies to implement a comprehensive traffic safety program with a focus on statistic data contributing to crashes by implementing stationary, mobile (DUI), speed, safety belt, and child restraint enforcement programs.

Traffic enforcement programs coupled with intense community education and an awareness campaign has been found to be the most effective combination to reduce the number of traffic crashes, injuries and fatalities in a defined region. The West Alabama Traffic Safety Program Project will be used as a supplement to regular basis.

West Alabama Traffic Safety Program and The Tuscaloosa County Sheriff Department, hereafter referred to as AGENCY, for 100% funded salary plus allowable fringe overtime traffic enforcement and traffic safety education funds not to exceed \$ 1,700.00, enter into this agreement.

This funding is made available under the **Alabama Department of Economic and Community Affairs, (ADECA) 06-HS-K8-015 Project.**

Agency agrees to comply with all documentation procedures as outlined in the **Attached A** before reimbursement will be made by West Alabama Traffic Safety's Director.

The AGENCY agrees to appoint a traffic coordinator and alternates from their law enforcement department. This person will be responsible for submitting required documentation of overtime hours, required documentation of overtime hours, required reporting to West Alabama Traffic Director of overall project within their department.

All reimbursement statement, contact reports, and supporting documentation must be submitted to West Alabama Traffic Safety Director, on or before, the 15<sup>th</sup> of the month following the month of activities. Automatic suspension of funds, until documentation is received, will occur for those departments not meeting this deadline.

The Enforcement Committee will meet monthly beginning November 1, 2007, on the last day of the month at 10:00 A.M. at location chosen by West Alabama Traffic Safety's Director. The dates of the meetings will be chosen by the Law Enforcement committees.

EX 8-9

The AGENCY will coordinate traffic safety activities to coincide with, but not limited to, the five (5) major holidays: Memorial Day, Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and National Drunk and Drug Driving Week in December.

**The AGENCY agrees to maintain an average of two (2) written contacts per hour, excluding educational material and verbal contacts, throughout the life of the project. These contacts may be written warnings and/or citations. The enforcement committee for approval will review extenuating circumstances.**

The AGENCY agrees to use budget funds for selective enforcement activities. The agencies will utilize CARE Data. Agencies will identify hot spots as identified by the State Data System.

The AGENCY is solely responsible for the acts and omission of its employees and agents. This agreement does establish an agency relationship between the Agency and West Alabama Traffic Safety Director. To the extent permitted bylaw, the Agency shall defend indemnify and hold harmless West Alabama Traffic Safety Director from all claims and demands for personal injury or death and property damages arising from the performance of this agreement by the Agency, its agents and employees, including expense, attorney fees, compensatory or punitive damages, claims, demands, actions, amounts, and costs incurred by the West Alabama Traffic Safety Director in the investigation and defense of such claims.

The AGENCY agrees to comply with all other requirements as outlined by West Alabama Traffic Safety Director which are needed to carry out the scope and intent of this project in accord with the Agreement entered into between West Alabama Traffic Safety Director and the State of Alabama Department of Economic Community Affairs, and the Law Enforcement Traffic Safety Division, as amended from time to time.

West Alabama Traffic Safety Director agrees to reimburse the AGENCY for actual traffic safety enforcement and education overtime worked under this project, provided the overtime is documented and spent in accordance with attachments A and approved by Enforcement and Education Committee Chairperson.

EX 8-9

Adjustments in funding level; time period or scope of this agreement may only be accomplished through written amendment to this agreement upon recommendation of the Enforcement Committee and approved by the Executive Committee.

Mary Thomas  
Authorizing Official  
West Alabama Traffic Safety

8-12-08  
Date

W. Andy McEach  
Agency Authorized Official

8-27-08  
Date

\_\_\_\_\_  
Authorizing Enforcement Official

\_\_\_\_\_  
Date

Josely  
Highway Safety Coordinator

8-12-08  
Date

GUARDRAIL END ANCHORS

COMPANY ALABAMA GUARDRAIL, INC.

Name

BY Catherine Huff President

Signature Acceptable in Ink Only

MAILING ADDRESS P. O. Box 728

CITY & STATE Pinson, Alabama 35126

PHONE NO (205) 681-3395

TERMS NET 30

DATE August 13, 2008

The Bidder understands that the County reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities. The Bidder agrees that this bid shall be good for a period of one (1) year from the date of award.