

TUSCALOOSA COUNTY COMMISSION

MEETING

March 18, 2009

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of \$7,076.50 to Almon Associates for construction management of the Duncanville Middle School Access Road Project.

Exhibit 3-1, Page 264

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of \$6,100.00 to Burk-Kleinpeter, Inc. for design services on the Patriot Parkway Extension Project from Old Marion Road to Hwy 82 East.

Exhibit 3-2, Page 265

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment of \$17,000.00 to Burk-Kleinpeter, Inc. for design services on the Eastern Valley Road Bridge Replacement Project.

Exhibit 3-3, Page 266

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize execution of a Cooperative Service Agreement with the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Wildlife Services, the purpose of which is alleviate beaver damage to roadways and drainage facilities.

Exhibit 3-4, Pages 267-273

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to negotiate the price for speed table components with the sole bidder, Traffic Logix, and to accept the lowest possible bid price.

Exhibit 3-5, Page 274

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a one-time appropriation of \$75,000.00 to C.I.T.Y. Program of Tuscaloosa County; contingent upon state funding not being restored.

Exhibit 3-6, Page 275

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve Change Order No. 2 on the Progress Drive Extension, Phase II Project. This change order allows a thirty-five day time extension for the contractor and increases the construction contract price by \$2,713.88.

Exhibit 3-7, Pages 276-277

Bids for two (2) combination mode ovens for the Tuscaloosa County Jail were opened and referred to the Sheriff's Office for appropriate action. Bidding firms were as follows:

Sanford Restaurant Equipment
Birmingham Restaurant Supply, Inc.

Exhibit 3-8, Pages 278-280

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution endorsing House Bill 573, which allows for a referendum

for the establishment of a Fire District in the area currently served by the Green Pond Volunteer Fire Department.

Exhibit 3-9, Page 281

Commissioner Don Wallace presented a petition with signatures of residents agreeing to have speed tables/humps installed on Bailey Road.

Exhibit 3-10, Page 282

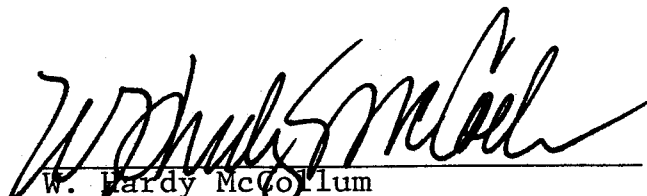
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appropriate \$25,000.00 to West Alabama Aids Outreach and to enter into a Service Contract with said agency.

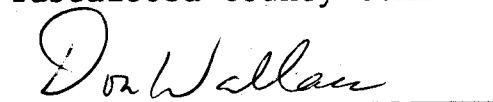
Exhibit 3-11, Pages 283-285


Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to take appropriate action to improve, but not pave, the road at the residence of Willie Dixon, 13643 Old Marion Road; contingent upon all requirements being met. This request was made by the Alabama Department of Rehabilitation Services.

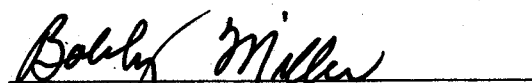
Exhibit 3-12, Page 286

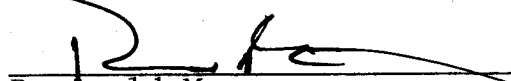
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 1, 2009.


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


Don Wallace
Commissioner - District I


Gary Youngblood
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

March 1, 2009
Project No: 2006168.00
2006168.20
Invoice No: 0000024

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa AL 35401

US 82 to Duncanville Middle School

Professional services from January 1, 2009 to February 28, 2009

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 \$ 121,569.21)

Total Phase I Final Design .00

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$233,834.50)

	Hours	Rate	Amount
Project Manager II	4.50	120.00	540.00
Staff Engineer	65.50	80.00	5,240.00
Engineering Tech III	12.50	75.00	937.50
Clerical	0.00	45.00	.00
Professional Surveyor II	0.00	125.00	.00
Professional Surveyor I	0.00	80.00	.00
Survey Tech I	0.00	35.00	.00
Survey Tech II	0.00	50.00	.00
Survey Tech III	0.00	60.00	.00
Totals	431.50		6,717.50

Testing-T T L Inc

359.00
Total Phase I Const 7,076.50

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)
No Activity

Total Phase II .00

Total this invoice \$7,076.50

received
3-10-09

EX 3-1

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

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

February 28, 2009

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

Re: Patriot Parkway Extension
Invoice #12
BKI Job No. 3196

For professional services rendered on the referenced project through the month of February 2009.

PAYMENT REQUEST NO. 12

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

ADDITIONAL SERVICES:	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN:				
DESIGN	\$ 69,500.00	9%	\$6,100.00	\$ 6,100.00
SURVEY	\$ 40,315.00	0%	\$ -	\$ -
GEOTECHNICAL	\$ 42,350.00	0%	\$ -	\$ -
CONSTRUCTION ENGINEERING & INSPECTION:				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
TOTAL			\$6,100.00	\$ 6,100.00
TOTALS:			\$212,204.00	

LESS PREVIOUSLY INVOICED: (206,104.00)

BKI Invoice: 46163
jc

AMOUNT DUE THIS INVOICE: \$ 6,100.00

received
3-13-09

EX 3-2

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

ASSOCIATE
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

February 28, 2009

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

Attn: Tom Fancher

Re: Eastern Valley Road Bridge
Invoice #5
BKI Job No. 3282-01

For professional services rendered on the referenced project through the month of February 2009.

PAYMENT REQUEST NO. 5

MAX FEE \$ 42,980.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN	\$ 42,980.00	83%	\$ 35,481.00	\$ 17,000.00
TOTALS:			\$ 35,481.00	\$ 17,000.00
LESS PREVIOUSLY INVOICED:			<u>(18,481.00)</u>	
AMOUNT DUE THIS INVOICE:				\$ 17,000.00

BKI Invoice: 46146
jc

*THIS WORK HAS
BEEN COMPLETED
3.16.09
[Signature]*

received
3-13-09

EX 3-3

WS-ER (2/08)

Agreement No.: 09-7201-3385RA
Accounting Code: 973-7201-003

COOPERATIVE SERVICE AGREEMENT
between
TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT (TCPWD)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to alleviate beaver damage as a result of problems associated with their activities to roadways and drainage facilities.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and TCPWD mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

TCPWD: Bobby Hagler
2810 35th Street
Tuscaloosa, AL 35401

APHIS-WS: Frank Boyd
602 Duncan Drive
Auburn University, AL 36849

EX 3-4

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Bobby Hagler or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the County Engineer, and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

TCPWD agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with beavers. These activities are defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by TCPWD. TCPWD will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). TCPWD will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the TCPWD authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS-WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS-WS.
7. To coordinate with APHIS-WS before responding to all media requests.

ARTICLE 5

APHIS-WS Agrees:

1. To conduct activities at TCPWD as described in the Work and Financial Plans.
2. Designate to TCPWD the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill TCPWD for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and TCPWD shall have the right to inspect and audit such records.
4. To coordinate with TCPWD before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS- WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

TCPWD certifies that APHIS WS has advised the TCPWD that there may be private sector service providers available to provide wildlife management services that the TCPWD is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

TCPWD Taxpayer Identification Number (TIN) 636001719

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT:

BY: _____
Bobby Hagler, County Engineer Date
2810 35th Street
Tuscaloosa, AL 35401

BY: W. Hardy McCollum _____ 3-18-09
W. Hardy McCollum, Probate Judge Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: Frank L. Boyd _____ 3/11/09
Frank L. Boyd, State Director Date
USDA, APHIS, WS
602 Duncan Drive
Auburn University, AL 36849

BY: _____
Charles S. Brown Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

EX 3-4

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

To reduce damage to county roadways and bridges due to beaver impoundments in the county.

Planned USDA, APHIS, Wildlife Services Activities

WS will conduct wildlife damage control activities upon identification of beaver impacted areas by the Public Works Department.

Control activities will consist of first conducting site evaluations to formulate appropriate control strategies. An integrated approach will be utilized to reduce beaver damage to affected facilities. Techniques will consist of installation of beaver resistant drainage structures, dam removal both manually and with use of explosives, and beaver population reduction using traditional methods (i.e. traps, snares, and night-shooting where authorized).

Since some of the control activities will require work on private property adjacent to city properties, TCPWD personnel will assist with obtaining landowner permission prior to initiating control efforts.

WS will provide a biologist/technician, as needed, to work on the project. WS will supervise and monitor the work and prepare periodic activity reports for TCPWD use. Coordination meetings will be conducted with TCPWD personnel as needed to ensure an effective program.

Effective Dates

The cooperative agreement shall become effective on January 1, 2009 and shall expire on December 31, 2013.

EX 3-4

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$50,000
Travel.....	\$10,000
Vehicle Usage	\$10,000
Supplies	\$
Equipment	\$
Services.....	\$
Program Support	\$
TOTAL	\$70,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$70,000.

Financial Point of Contact

Cooperator: Mike Henderson

205-345-6600

APHIS, WS: Juanita Crawford

334-844-5670

BID REMISSION SHEET

Speed Table Components

BIDS TO BE OPENED March 18, 2009 AT 9:00 AM

COMPANY: Traffic Logix

BY: Craig Timothy

ADDRESS: 3 Harriet Lane

Spring Valley, New York 10977

PHONE: 801-712-9010

Item	Number of Pieces	Bid per Piece	Cost
MSH 33	900	<u>\$66.01</u>	<u>\$59,412.49</u>
MSH 03	300	<u>\$78.59</u>	<u>\$23,576.38</u>
LSH 33	125	<u>\$57.63</u>	<u>\$7,203.90</u>
RSH 33	50	<u>\$57.63</u>	<u>\$2,881.50</u>
LSH 03	50	<u>\$150.89</u>	<u>\$7,544.44</u>
RSH 03	50	<u>\$150.89</u>	<u>\$7,544.44</u>
Plastic Anchors	4000	<u>\$1.00</u>	<u>\$4,000.00</u>
Total Bid			<u>\$112,163.21</u>

DELIVERY DATE: 30 days from order

EX 3-5

C.I.T.Y. Program of Tuscaloosa County

20 Bealle Circle Northeast
Tuscaloosa, Alabama 35404
Phone: 205-554-0565
Fax: 205-554-0567

Mim Wilkins, M.Ed., Program Coordinator

March 2, 2009

C.I.T.Y. Program of Tuscaloosa County RIF and Funding Information

The current funding crisis facing C.I.T.Y. Skills Training Consortium – C.I.T.Y. Programs of Alabama has lead to a Reduction in Force plan which completely eliminates 3 positions at all 11 sites: Office Manager, Teacher Aid, and Counselor Aid. This plan was approved by the State Board of Education on February 26, 2009.

At the Tuscaloosa CITY Program these positions are held by:

Kathy Lancaster	Office Manager	Employment Date: July 8, 1991
Kelly Acker	Teacher Aid	Employment Date: Dec. 7, 1998
Charles Cleveland	Counselor Aid	Employment Date: Aug. 15, 1989

In addition to the elimination of these 3 positions, we are also faced with a further reduction of staff so that only 2 positions at the Tuscaloosa program can be supported by the funds available. Certainly, this would drastically alter the services we would be able to provide and the number of youth the program could serve. There would also be a major concern for the safety of the 2 remaining staff members and the safety of the students enrolled at the program.

The 2 staff members identified by seniority as remaining here at this program are Katie Woodward, Teacher (Employment Date: Oct. 1, 1990), and Mim Wilkins, Program Coordinator (Employment Date: Sept. 15, 1988).

The other current staff members, based on seniority, could be offered positions at other locations across the state, which would mean extensive daily commutes or possible relocation. They are: Kristy McKnight, Teacher (Employment Date: Sept. 13, 1999); Marilou Baker, Counselor (Employment Date: Jan. 4, 2000); and Ellen Tucker, Counselor (Employment Date: Aug. 11, 2004).

C.I.T.Y. Program of Tuscaloosa County needs an additional \$135,000 to fully fund all positions from May 2009 until the end of the fiscal year on September 30, 2009. However, if the 3 positions mentioned above are eliminated, this amount would be lowered to \$75,000.

C.I.T.Y. Program of Tuscaloosa County has been providing educational and counseling services for troubled youth of Tuscaloosa County since October 1988. The staff members of our program are deeply committed to their work with these young people. Without CITY, many of the youth we serve would have no other educational opportunity available to them.

We are asking The Tuscaloosa County Commission, The City of Tuscaloosa, and The City of Northport for funding assistance to C.I.T.Y. Program of Tuscaloosa County. Thank you for your consideration.

Sincerely,



Mim Wilkins, M.Ed., Program Coordinator
C.I.T.Y. Program of Tuscaloosa County

Community Intensive Treatment for Youth

EX 3-6

CHANGE ORDER

No. 2

<p>PROJECT: Tuscaloosa County Commission Progress Drive Phase II Roadway Construction Project Project No. IAR-063-000-020</p> <p>OWNER: Tuscaloosa County Commission 2501 7th Street, Suite 300 Tuscaloosa, AL 35401</p> <p>CONTRACTOR: Tomlin Construction, LLC 641 Lum Fife Road Gordo, AL 35466</p>	<p>DATE OF ISSUANCE: 3-3-09</p> <p style="font-size: 2em; text-align: center;"><i>TO: LINDA</i></p> <p>ENGINEER: MCGIFFERT AND ASSOCIATES, LLC P.O. BOX 20559 TUSCALOOSA, AL 35402</p>
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You are directed to make the following changes in the Contract Documents.

See Page 2 of 2.

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price \$ <u>2,465,759.38</u></p>	<p>CHANGE IN CONTRACT TIME:</p> <p>Original Contract Time <u>210 Consecutive Calendar</u> days</p>
<p>Previous Change Orders No. to No. <u>1</u> to No. _____</p> <p>\$ <u>(157,337.90)</u></p>	<p>Net change from previous Change Orders <u>None</u></p>
<p>Contract Price prior to this Change Order \$ <u>2,308,421.48</u></p>	<p>Contract Time Prior to this Change Order <u>210 Consecutive Calendar</u> days</p>
<p>Net Increase (decrease) of this Change Order \$ <u>2,713.88</u></p>	<p>Net Increase (decrease) of this Change Order <u>35 Consecutive Calendar</u> days</p>
<p>Contract Price with all approved Change Orders \$ <u>2,311,135.36</u></p>	<p>Contract Time with all approved Change Orders <u>245 Consecutive Calendar</u> days</p>

RECOMMENDED:
MCGIFFERT AND ASSOCIATES, LLC

APPROVED:
TUSCALOOSA COUNTY COMMISSION

APPROVED:
Tomlin Construction, LLC

by *Justin Orr*
Engineer

by *W. Andy McLoach*
Owner

by *Darry Tomlin*
Contractor

APPROVED:
AL DEPARTMENT OF TRANSPORTATION

APPROVED BY
COUNTY COMMISSION
DATE 03-18-2009

EX 3-7

You are directed to proceed with the cavern remediation as outlined below:

1. Collapse cavern by blasting of rock
2. Excavate blasted rock and stockpile on-site
3. Replace material in void area in accordance with ALDOT specifications

Payment Shall be made as follows:

Item No. 2A Unclassified Excavation (Special Undercutting)
(210A-001) 307 c.y.@ 8.84/c.y. = \$2,713.88

Contract time has been increased by 35 consecutive calendar days as a result of lost time due to rain, wet conditions, and construction document modifications due to the box culvert relocation. The resulting total contract time is 245 consecutive calendar days. The date of completion of all work is therefore April 20, 2009.

- Double glazed doors with curved front glass with super insulation

Accessories

- Stacking Kit

Shipping Data

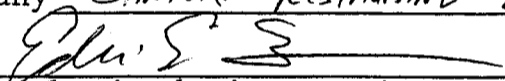
Two (2) Full Size Combi Ovens
1 - Stacking kit

Shipping Address

Tuscaloosa County Jail
1600 26th Avenue
Tuscaloosa, Alabama 35401

Notes:

- BID PRICE MUST INCLUDE ALL SHIPPING AND HANDLING FEES

Company Sanford Restaurant Equipment
By 
(authorized signature)

Street Address: 1503 3rd Street
Northport, AL. 35476

Mailing Address: SAME AS ABOVE

Date: 3-9-09

Phone: 205.752.1745

Fax: 205.752.1730

BID AMOUNT: \$20,265.⁸⁸

EX 3-8



Quote

3/6/2009

Project:
County Commission

From:
Sanford Restaurant Equipment
Edwin E. Edds
1503 3rd St.
Northport, AL 35476
Phone: (205) 752-1745

Item	Qty	Description	Sell Each	Sell Total
1	1	ea CONVECTION OVEN, GAS Electrolux Professional N. A. Model No. 269553 Packed: each AOS102GCP1 Air-O-Convect® Hybrid Convection Oven, gas, full-size, (10) 18"x26"x1" pan cap., automatic moistener w/11 settings, core temperature probe, double glazed door, stainless steel interior & exterior, 120v/60/1-ph, 9 amps, 105,871 BTU/hr	10,870.38	10,870.38
	1	ea Gas type to be specified		
2	1	ea CONVECTION OVEN, GAS Electrolux Professional N. A. Model No. 269551 Packed: each AOS62GCP1 Air-O-Convect® Hybrid Convection Oven, gas, full-size, (6) 18"x26"x1" pan cap., automatic moistener w/11 settings, core temperature probe, double glazed door, stainless steel interior & exterior, 120v/60/1-ph, 8 amps, 78,459 BTU/hr	8,139.12	8,139.12
	1	ea Gas type to be specified		
3	1	ea STACKING KIT Electrolux Professional N. A. Model No. 922268 Packed: each Stacking execution, 62 Gas on top of 62 or 102 Gas	1,256.38	1,256.38

Merchandise 20,265.88

Total 20,265.88

Acceptance: _____ Date: _____

Printed Name: _____

EX 3-8

- Double glazed doors with curved front glass with super insulation

Accessories

- Stacking Kit

Shipping Data

Two (2) Full Size Combi Ovens
1 - Stacking kit

Shipping Address

Tuscaloosa County Jail
1600 26th Avenue
Tuscaloosa, Alabama 35401

Notes:

- **BID PRICE MUST INCLUDE ALL SHIPPING AND HANDLING FEES**

Company Birmingham Restaurant Supply, Inc.

By *Greg A. Tolha*
(authorized signature)

Street Address: 2428 6th Avenue South
Birmingham, AL 35233

Mailing Address: 2428 6th Avenue South
Birmingham, AL 35233

Date: March 13, 2009

Phone: 205-252-0076

Fax: 205-323-8630

BID AMOUNT: We offer two choices:

Specification sheets attached. No Prison package specified so we do not include.

(2) Hobart #CE10FD-1 with	
(1) stackable stand and filter	\$35,959.00
OR	
(1) Groen Double deck Combi-Oven	
#2-C/2-20EFA with filter	\$35,536.00

EX 3-8

Resolution for HB573

A Resolution of the Tuscaloosa County Commission to adopt House Bill 573

Whereas, Green Pond Volunteer Fire Department has coverage areas in eastern Tuscaloosa County; and

Whereas, Green Pond Volunteer Fire Department has collected donations from approximately 2/3 of the residents in said area; and

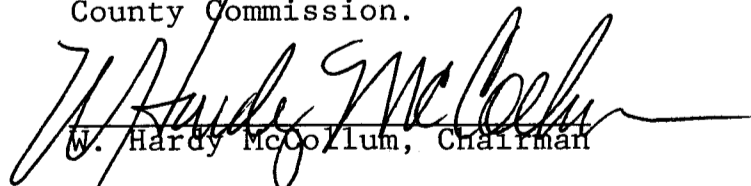
Whereas, Green Pond Volunteer Fire Department's coverage area has seen a growth in residents; and

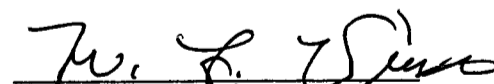
Whereas, when there is an unstable economy it directly affects donations in a negative manner; and

Whereas, Green Pond Volunteer Fire Department has a desire to improve the service it provides its customers; therefore,

Resolved, We the Tuscaloosa County Commission do hereby approve and endorse **HB573** which allows for a referendum for the establishment of a Fire District in said area that is currently being served by **Green Pond Volunteer Fire Department**.

Adopted this, the 18th day of March, 2009, by the Tuscaloosa County Commission.


W. Hardy McCollum, Chairman


Melvin L. Vines
County Administrator

EX 3-9

Petition

We the undersign agree to have speed tables or speed bumps installed on Bailey Rd.

Jason Mallon

Danny Mallon

Wanda Bagwell

Billy J Bagwell

Sam B. Jingle

Sam B. Jingle

Harvey Sims

Abbie Sims

Steve Wren

Frank Wren

Brad Lee

Kenneth J. Lee

Vicki Sanders

Laura Ray

339-8272

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT BETWEEN
TUSCALOOSA COUNTY, ALABAMA
AND WEST ALABAMA AIDS OUTREACH**

THIS AGREEMENT made and entered into on this the 15th day of MARCH, 2009, by and between the WEST ALABAMA AIDS OUTREACH, hereinafter sometimes referred to as **Contractor**, as a party of the first part, and the TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama, hereinafter sometimes referred to as the **County**, as party of the second part.

WITNESSETH:

WHEREAS, Title 11 of the Code of Alabama, (1975), grants to the County the authority to enter into contracts for services; and

WHEREAS, the Contractor has proposed, for a certain consideration herein set out, to provide services desirable to the County, and to perform all of the duties attendant with such services as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. The Contractor agrees to provide support service and educational programs to the citizens of Tuscaloosa County, to meet the needs of the County. The Contractor agrees that during the term of this service it will serve as an independent contractor with the County.
2. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor, or its agents or employees, will not, on the grounds of race, color, creed, sex, religion, national origin, or handicap, discriminate, or permit discrimination, against any person or group of persons, in any manner. The Contractor further agrees to comply with all applicable laws of the State of Alabama and the United States of America.

EX 3-11

3. It is the intent of the parties to this agreement that they be the only parties to this agreement, and expressly exclude third party beneficiaries; no person not a party to this agreement may claim benefits under this agreement.

4. The Contractor agrees to supply to the County, upon request, documentation that the services provided by the Contractor for the benefit of the County, are at least equal in value to funding from the County. Should the County determine at any time that the Contractor is not providing services at least equal to the prorated funding provided herein, then the County may terminate this agreement or negotiate a supplemental funding formula.

5. Upon termination, the Contractor may be required to refund any funds deemed by the County to have been expended by the Contractor for purposes not provided for by this contract.

6. Either the county or the Contractor, upon written notice to the other, expressing an intention to cancel or rescind this contract, may do so after thirty (30) days of receipt by the other party of said written notice. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

7. In consideration of the above covenants, the County agrees to pay as compensation to the Contractor the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00). Payment shall be made to the Contractor by the County within thirty (30) days of presentation of an invoice for services provided.

8. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining valid covenants or conditions. There shall be no third party beneficiary to this agreement.

9. This agreement constitutes the entire agreement between the Contractor and the County, and merges all prior written or oral understandings or agreements. The Contractor shall be under no obligation to the County, except to the extent set out expressly in this agreement.

10. The initial term of this contract shall be one year. The contract may, thereafter, be renewed for an additional term of one (1) year, upon the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date set forth above.

EX 3-11

CONTRACTOR

By: Billy O. Kirkpatrick
WEST ALABAMA AIDS OUTREACH

As Its: EXECUTIVE DIRECTOR

I, Thomas Matthew Jones, a Notary Public in and for said County and State, do hereby certify that Billy Kirkpatrick, whose name is signed to the foregoing Service Contract, as EXECUTIVE DIRECTOR of West Alabama AIDS Outreach, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Service Contract, he executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of MARCH, 2009.

Thomas Matthew Jones
Notary Public in and for the State of
Alabama at Large
My Commission Expires: 4/25/2010

TUSCALOOSA COUNTY, ALABAMA
a political subdivision of the State of Alabama

By: W. Hardy McCollum
W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:

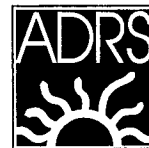
John L. Jones
Clerk, Tuscaloosa County Commission

EX 3-11



Bob Riley
GOVERNOR

Alabama Department of
REHABILITATION SERVICES



Steve Shivers
COMMISSIONER

February 5, 2009

Honorable Bobby Miller
Tuscaloosa County Commission
Greensboro Avenue
Tuscaloosa, AL 35401

Dear Commission Miller:

It is my understanding that Mr. Willie Dixon is trying to get some assistance with the paving of his road in Duncanville. His address there is 13643 Old Marion Road, Duncanville, AL 35456.

Mr. Dixon has been a consumer with the Alabama Department of Rehabilitation Services since December 9, 2005. Our goal is to assist Mr. Dixon with developing work skills that he can utilize in returning to work. He is currently receiving assistance with his job search through our department and Easter Seals West Alabama.

One of the major barriers to employment that a large number of our consumers face, and Mr. Dixon is a very good example, is transportation issues. Mr. Dixon utilizes the City Transit program to go for job interviews and to deliver applications for employment. He uses Northstar for his doctor visits.

Any assistance that you can give to Mr. Dixon in the paving or re-paving of this road would be appreciated by him.

Thank you very much.

A handwritten signature in cursive script that reads "Deborah A. Williams".

Deborah A. Williams
Vocational Rehabilitation Counselor

PROVIDING SERVICES TO ALABAMIANS WITH DISABILITIES

EX 3-12