

TUSCALOOSA COUNTY COMMISSION

MEETING

JULY 15, 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 Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the grant of a drainage easement to the City of Tuscaloosa for the installation of a drainage pipe behind the Tuscaloosa County Jail.

Exhibit 7-1, Page

Commissioner Gary Youngblood, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment to Tomlin Construction Co. for work completed on the Eastern Elementary School Access Road Project in the amount of \$15,760.40.

Exhibit 7-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to GFC Construction, Inc. for work completed on the Southeast Middle School Access Road Project in the amount of \$1,202,034.39.

Exhibit 7-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to Almon Associates for construction management services of the Southeast Middle School Access Road Project in the amount of \$8,266.00.

Exhibit 7-4, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for rental of a trackhoe with a hydraulic hammer to Thompson CAT Rental as the lowest bid meeting specifications. The bids were opened 7-1-09.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to accept a Four-Factor Analysis for Limited English Proficiency Persons in order to comply with the Executive Order 13166 and Title VI of the Civil Rights Act of 1964.

Exhibit 7-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the DOT Agreement, resolution, and other related documents for the Patriot Parkway Sidewalks Project.

Exhibit 7-6, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of June, 2009.

Exhibit 7-7, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to adopt a resolution approving the vacation of a portion of Echo Lake Road.

Exhibit 7-8, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the single bid for three (3) or less HP Ethernet switches to Dasher Technologies. The bid was opened 6-17-09.

Commissioner Don Wallace submitted correspondence from Scott Collins, Northport City Administrator, requesting repair work and paving on Snows Mill Avenue from the intersection of Martin Luther King Boulevard to the intersection of U.S. Highway 82.

Exhibit 7-9, Page

Commissioner Don Wallace submitted the following petitions:

Request for speed ramps on the north end of Boyd Road
Request for a speed table for Nuckols Circle
Request for speed bumps on Pinedale Drive

Exhibit 7-10, Page

Commissioner Don Wallace submitted a list of attendees of the District I Home Rule meeting commenting that ninety percent are in opposition to the proposal.

Exhibit 7-11, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a request from Tuscaloosa's One Place for repair of Franklin Drive.

Exhibit 7-12, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize paving a section of a parking lot at Holt High School and paving a road on the north and east sides of the football field.

Exhibit 7-13, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider authorization to accept bids for an extension of the Brookwood Parkway.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize accepting bids for an extension of the Brookwood Parkway from a point beginning at the George Newell Road and extending northerly 2.3 miles toward Highway 216.

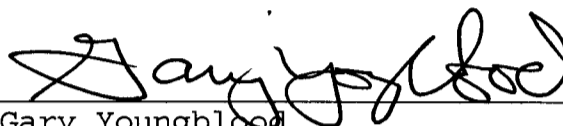
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 12, 2009.



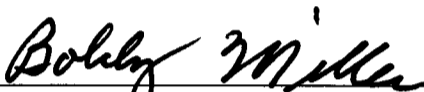
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV

This Instrument prepared by:
 Glenda Gamble, Associate City Attorney
 City of Tuscaloosa, Office of the City Attorney
 ADDRESS: P.O. Box 2089
 Tuscaloosa, AL 35403
 (205) 248-5140

SOURCE of TITLE:
 DEED BOOK: 151 PAGE: 158
 193 219
 193 242
 208 15
 288 577

Prepared without benefit of title examination or survey.

PERMANENT EASEMENT OR RIGHT OF WAY FOR UTILITIES AND ACCESS

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

THIS INDENTURE, made and entered into this 15th day of July, 2009, by and between **TUSCALOOSA COUNTY**, a Political Subdivision in the State of Alabama, hereinafter sometimes called the Grantor, and **CITY OF TUSCALOOSA**, a Municipal Corporation, hereinafter called the CITY,

W-I-T-N-E-S-S-E-T-H:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid to the Grantor by the City, the receipt whereof is hereby acknowledged, Grantor herein does hereby grant, bargain, sell and convey unto said City of Tuscaloosa, its successors and assigns, the right for all purposes presently, and from time to time in the future as the City may elect, to lay, construct, install, repair, maintain, operate, use, remove, change the size of, relocate and replace at will, utility lines or pipes of such size and character as the City may elect, together with all connections and other appurtenances necessary, convenient or useful in the construction, use or operation of such utility lines and access on, over, across, under or through the following described strip of land in Tuscaloosa County, Alabama, to-wit:

See attached Exhibit "A" attached hereto and made a part hereof.

Any temporary construction easement described in Exhibit "A" shall terminate upon completion of the project.

This property does or does not constitute the homestead of Grantor.

together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including but without being limited to the following: the right of ingress and egress from said strip of land over adjoining lands of the Grantor with necessary tools and equipment; the right to waste earth taken on installation of the utility lines and not used in backfilling on the land of the Grantor adjoining the above described strip of land; the right during any period of construction or installation to enter on and use the land of the Grantor immediately adjacent to the above described strip of land with construction equipment necessary or convenient to said construction, together with the right to temporarily store thereon earth taken from the ditch or trench where the lines are to be installed.

It is further mutually understood and agreed by and between the parties hereto as follows:

1. The Grantor especially reserves the use and enjoyment of the premises described herein, but such use and enjoyment shall be in such manner as not unreasonably to interfere with the use thereof by the City, its successors or assigns, under the grant herein set forth.

2. If the City, its successors or assigns, should permanently abandon the use of said right of way for all of the purposes stated then the easements herein granted and all right incident thereto shall terminate.

3. Whenever the term "Grantor" or the expression "party of the first part" is used herein, the singular shall include the plural and such term or expression shall include all the parties of the first part whether one or more than one.


4. For the consideration above stated, Grantor does consent to the construction or reconstruction of utility lines and access within the boundaries of the above described easement or right-of-way and does release the City from any claim, presently or in the future, of any damages pursuant to Section 235 of the Constitution of Alabama which might arise or be claimed as a result of the construction or enlargement of the improvements constructed therein.

TO HAVE AND TO HOLD, unto the City of Tuscaloosa, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor herein, has executed or caused to be executed, on the day and year first above written.

TUSCALOOSA COUNTY, a Political
Subdivision in the State of Alabama,

By:



W. Hardy McCollum, Chairman
Tuscaloosa County Commission

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, Lisa M. Whitehead, a Notary Public in and for the State at Large, hereby certify that W. Hardy McCollum, as Chairman for the Tuscaloosa County Commission, whose name is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

that being informed of the contents of the document, he as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of July, 2009.

Lisa M. Whitehead
Notary Public.

My Commission Expires: MY COMMISSION EXPIRES 03-10-2013

A09-0624

EX 7-1

STATE OF ALABAMA)
:
TUSCALOOSA COUNTY)

Tract No. 1
County of Tuscaloosa

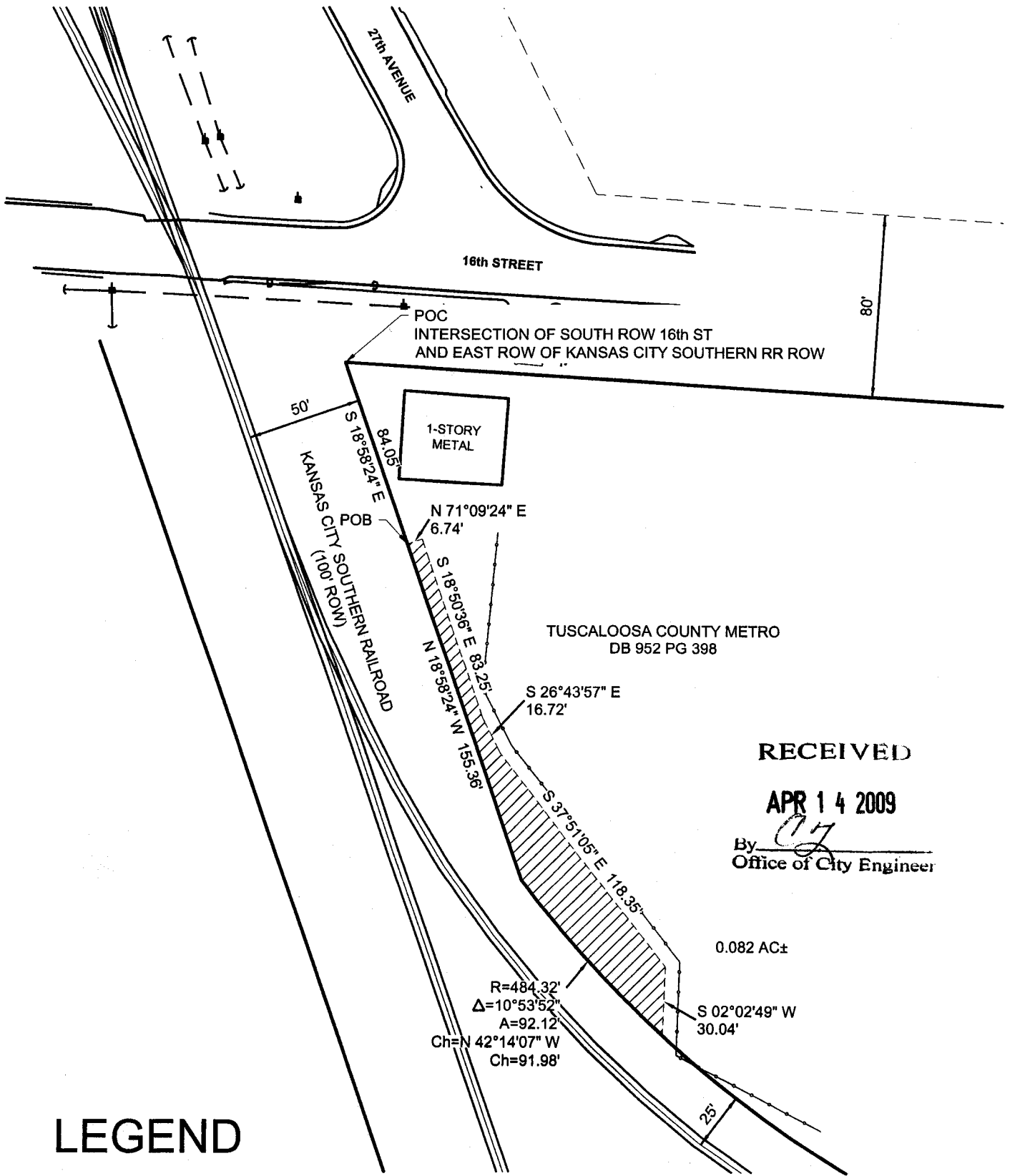
An easement lying and being in the Northwest Quarter of the Northeast Quarter of Section 27, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, and being a part of that property described in Deed Book 952, Page 398, recorded in the Probate Office of Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the intersection of the south right-of-way margin of 16th Street and the east right-of-way margin of the Kansas City Southern Railroad; thence S 18°58'24" E on said east right-of-way margin a distance of 84.05 feet to the Point of Beginning of the herein described easement; thence N 71°09'24" E a distance of 6.74 feet; thence S 18°50'36" E a distance of 83.25 feet; thence S 26°43'57" E 16.72 feet; thence S 37°51'05" E a distance of 118.35 feet; thence S 02°02'49" W a distance of 30.04 feet to a point on said east right-of-way margin; thence on said margin N 42°14'07" W on a curve, concave northeasterly, having a radius of 484.32 feet and a delta of 10°53'52", a chord distance of 91.98 feet; thence N 18°58'24" W a distance of 155.36 feet to the Point of Beginning, containing 0.082 acres, more or less.

See attached exhibit "A".

EXHIBIT A

EX 7-1



RECEIVED

APR 14 2009

By *[Signature]*
Office of City Engineer

LEGEND



Storm Easement Required



SHEET 1 OF 1

PARCEL IDENTIFICATION
63-31-08-27-1-010-001.000

CITY OF TUSCALOOSA, ALABAMA
ENGINEERING DEPARTMENT
STORM SEWER EASEMENT
JEMISON DRAINAGE PROJECT

GENERAL LOCATION: NE1/4
SEC. 27 TOWNSHIP 21S RANGE 10W
TRACT No. 1
INSTRUMENT NO. D.B. 952 PG. 398

OWNER COUNTY OF TUSCALOOSA

TOTAL PROPERTY	3.96	ACRES
ACQ'D R.O.W.	0.000	ACRES
PERM. EASEMENT REQ'D.	0.082	ACRES
TEMP. EASEMENT REQ'D.	0.000	ACRES

SKETCH!
NOT A SURVEY



Almon Associates, Inc.
2008 12th Street
P.O. Drawer 2120
Tuscaloosa, Alabama 35403
(205) 348-2100 Voice
(205) 348-2107 Fax

EXHIBIT "A" SHEET 1 OF 1

FLD.BK.	CREW	SCALE	DATE
49	1	1"=60'	04-09-09

EX 7-1

**APPLICATION AND
CERTIFICATION FOR
PAYMENT**

SCHEDULE OF VALUES

ESTIMATE NO. 8
DATE 5/31/2009

COVER SHEET

TO OWNER Tuscaloosa County 714 Greensboro Avenue Tuscaloosa, AL 35401	PROJECT Eastern Elementary Access Road
FROM CONTRACTOR Tomlin Constructiton LLC 641 Lum Fife Road Gordo, AL. 35466	ENGINEER 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>99</u>) %	\$	2,280,700.72
2. Stored Materials:	\$	-
3. Total Completed Work and Stored Materials.....	\$	2,280,700.72
4. Total Retainage Held(5%).....	\$	84,784.83
5. Less Materials & Property Payments by the Owner.....		
6. Total Due.....	\$	2,195,915.89
7. Less Total Previous Payments.....	\$	2,180,155.49
8. Total Estimate.....	\$	15,760.40
9. Retainage Held this Estimate(5%).....	\$	-
10. Balance Due This Estimate.....	\$	15,760.40

<p align="center">CONTRACTOR'S CERTIFICATION</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 Jari</u> Date <u>6/15/09</u> <u>managing memba</u> (Title)</p> <p>Sworn and subscribed before me this <u>15th</u> day of <u>June 2009</u> <u>[Signature]</u> L.S. Notary Public</p>	<p align="center">ENGINEER CERTIFICATION</p> <p>In accordance with the Contract Documents, The Enginee certifies to the Owner that, to the best of the Enginee knowledge and belief, the Work has progressed to the point indicated herein, the Quantity of the Work is in Accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved</p> <p><u>BURK-KLEINPETER, INC.</u> (Engineer) <u>[Signature]</u> By Date <u>6-24-09</u></p>
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REVIEW AND APPROVALS

Approved by _____ Date _____
 (Owner) Signature

Approved by _____ Date _____
 (Owner) Signature

Approved by _____ Date _____
 (Owner) Signature

Tomlin

Job: Eastern Access Road
 County: Tuscaloosa
 Bld Date:
 DBE: NA
 Working Days

Estimate # 8
 Date 5/31/2009
 Total \$2,280,700.72

LineNumber	Quantity	Unit	UnitPrice	ShortDesc	Quant. This Period	\$ This Estimate	Prev. Quantity	\$ Prev.	To Date Totals	\$ to Date
1	1	LS	139400.00	Clearing and Grubbing (41Acres)		\$	1.00	\$ 139,400.00	1.00	\$ 139,400.00
2	142	LIN FT	5.00	Removing Pipe		\$	180.00	\$ 900.00	180.00	\$ 900.00
3	577	LIN FT	5.00	Removing Fence		\$	413.00	\$ 2,065.00	413.00	\$ 2,065.00
4	1	EA	200.00	Removing Inlets		\$	-	\$ -	0.00	\$ -
5	178582	CY	1.94	Unclassified Excavation		\$	156,677.24	\$ 303,953.85	156,677.24	\$ 303,953.85
6	4800	CY	3.50	Muck Excavation		\$	2,393.10	\$ 8,375.85	2,393.10	\$ 8,375.85
7	1543	CY	0.01	Structure Excavation		\$	1,680.46	\$ 16.80	1,680.46	\$ 16.80
8	255	CY	40.00	Foundation Backfill		\$	680.55	\$ 27,222.00	680.55	\$ 27,222.00
9	95	RD STA	215.00	Roadbed Processing		\$	88.10	\$ 18,941.50	88.10	\$ 18,941.50
10	8767	SY	4.64	825B 4" THICK		\$	7,877.68	\$ 36,552.44	7,877.68	\$ 36,552.44
11	36980	SY	6.42	825B 7" THICK		\$	35,736.75	\$ 229,429.94	35,736.75	\$ 229,429.94
12	650	TON	16.00	825B Misc.		\$	578.48	\$ 9,255.68	578.48	\$ 9,255.68
13	38978	SY	0.59	Bit. Treatment A		\$	39,189.00	\$ 23,121.51	39,189.00	\$ 23,121.51
14	6745	GAL	1.93	Tack Coat		\$	4,285.51	\$ 8,271.03	4,285.51	\$ 8,271.03
15	638	TON	62.03	Wearing Surface Range C/D		\$	621.07	\$ 38,524.97	621.07	\$ 38,524.97
16	1600	TON	51.34	Upper Binder Range C/D		\$	1,611.70	\$ 82,744.68	1,611.70	\$ 82,744.68
17	100	TON	187.17	Upper Binder Patching Range C/D		\$	166.54	\$ 31,171.29	166.54	\$ 31,171.29
18	100	TON	58.82	Upper Binder Leveling Range C/D		\$	43.84	\$ 2,578.67	43.84	\$ 2,578.67
19	2809	TON	61.50	Wearing Surface Range C		\$	2,890.24	\$ 177,749.76	2,890.24	\$ 177,749.76
20	8607	TON	48.13	Binder Layer Range C		\$	8,712.06	\$ 419,311.45	8,712.06	\$ 419,311.45
21	461	LIN FT	44.61	24" Roadway Pipe Class III RCP		\$	606.59	\$ 27,059.98	606.59	\$ 27,059.98
22	123	LIN FT	53.39	30" Roadway Pipe Class III RCP		\$	123.00	\$ 6,566.97	123.00	\$ 6,566.97
23	533	LIN FT	77.90	42" Roadway Pipe Class III RCP		\$	552.00	\$ 43,000.80	552.00	\$ 43,000.80
24	192	LIN FT	91.71	48" Roadway Pipe Class III RCP		\$	192.00	\$ 17,608.32	192.00	\$ 17,608.32
25	204	LIN FT	69.80	36" Roadway Pipe Class IV RCP		\$	200.00	\$ 13,960.00	200.00	\$ 13,960.00
26	60	LIN FT	30.00	18" Side Drain		\$	60.00	\$ 1,800.00	60.00	\$ 1,800.00
27	1	LS	67860.00	Mobilization		\$	1.00	\$ 67,860.00	1.00	\$ 67,860.00
28	73	EA	170.00	ROW Markers		\$	-	\$ -	0.00	\$ -
29	1000	LIN FT	14.00	6" Underdrain Pipe, Type 8		\$	-	\$ -	0.00	\$ -
30	1134	TON	24.60	Loose Rip Rap, Class 2		\$	4,766.27	\$ 117,250.24	4,766.27	\$ 117,250.24
31	923	SY	1.45	Filter Blanket, Geotextile		\$	2,678.88	\$ 3,884.38	2,678.88	\$ 3,884.38
32	7	EA	909.09	24" Roadway Pipe End Treatment		\$	9.00	\$ 8,181.81	9.00	\$ 8,181.81
33	2	EA	1016.04	30" Roadway Pipe End Treatment		\$	2.00	\$ 2,032.08	2.00	\$ 2,032.08
34	2	EA	2566.84	36" Roadway Pipe End Treatment		\$	2.00	\$ 5,133.68	2.00	\$ 5,133.68
35	4	EA	2834.22	42" Roadway Pipe End Treatment		\$	4.00	\$ 11,336.88	4.00	\$ 11,336.88
36	2	EA	828.88	18" Roadway Pipe End Treatment		\$	2.00	\$ 1,657.76	2.00	\$ 1,657.76
37	4	EA	5347.59	42" Roadway Pipe End Treatment Dbl Line		\$	4.00	\$ 21,390.36	4.00	\$ 21,390.36
38	4	EA	5882.35	48" Roadway Pipe End Treatment Dbl Line		\$	4.00	\$ 23,529.40	4.00	\$ 23,529.40
39	1	EA	2673.80	Inlets Type Y		\$	2.00	\$ 5,347.60	2.00	\$ 5,347.60
40	2	EA	588.24	Inlet Units Type Y		\$	-	\$ -	0.00	\$ -
41	340	LIN FT	13.64	Combination Curb and Gutter, Type M-6		\$	280.75	\$ 3,829.43	280.75	\$ 3,829.43
42	350	LIN FT	21.39	Steel Beam Guardrail, Class A, Type 1		\$	350.00	\$ 7,486.50	350.00	\$ 7,486.50
43	2	EA	2673.80	Guardrail End Anchor, Type 20 Series		\$	2.00	\$ 5,347.60	2.00	\$ 5,347.60
44	1	EA	750.00	Gate, 14' Wide	1.00	\$ 750.00	-	\$ -	1.00	\$ 750.00

EX 7.2

APPLICATION FOR PAYMENT

Attach Schedule of Values

ESTIMATE NO. 11

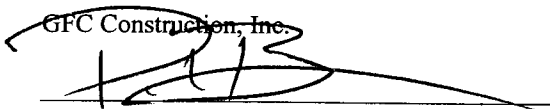
DATE: 7/10/09

Pay Request for July 2009

<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)	\$ 4,061,980.87
6	Materials Stored on Site (as per attached breakdown)	\$ -
7	TOTAL TO DATE	\$ 4,061,980.87
8	Less Retainage (5%)	\$ 107,805.12
9	Subtotal Less Retainage	\$ 3,954,175.75
10	Total of Previous Applications	\$ 2,752,141.36
11	AMOUNT DUE THIS REQUEST	\$ 1,202,034.39

GFC Construction, Inc.

Paul Burkhalter
Project Manager

REVIEW AND APPROVALS

Approved by ALMON Associates, Inc.
Engineer


Signature

7/10/09
Date

Approved by Tuscaloosa County
Owner

Signature

Date

EX7-3



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

July 1, 2009
Project No: 2006168.00
2006168.12
2006168.21
Invoice No: 0000028

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

US 82 to Duncanville Middle School
Professional services from June 1, 2009 to June 30, 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 \$257,674.50)

	Hours	Rate	Amount
Project Manager II	0.00	120.00	0.00
Staff Engineer	28.50	80.00	2,280.00
Totals	28.50		2,280.00

Testing-
T T L Inc - Invoice# 1007796 5,986.00

Total Phase I Const 8,266.00

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)
No Activity Total Phase II .00

Total this invoice \$8,266.00

Status:

Phase I-Design: Complete.
Phase I-Construction Engineering:
Daily project observation and testing.
Bear Creek Road & School entrance roads are substantially complete.
Asphalt paving on mainline has been completed through the wearing surface.
Construction is complete, pending punch list.
Phase II-Preliminary Design: 83% complete
No recent activity.

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2 PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

PLEASE RETURN COPY WITH PAYMENT

EX 7-4



**TUSCALOOSA COUNTY
SOUTHEAST MIDDLE SCHOOL ACCESS ROAD
AND IMPROVEMENTS TO BEAR CREEK ROAD
Project No. 06168**

Pay Request No. 11
June 10, 2009 - July 6, 2009

Item No.	ALDOT Spec #	Quantity	Unit	Description	Unit Cost	Total Cost	Cumulative		
							Quantity To Date	Total Cost To Date	Percent Complete
BASE BID ITEMS									
1	201	1	LUMP SUM	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$ NONE) (APPROXIMATELY 35 ACRES)	\$70,000.00	\$70,000.00	1	70,000.00	100%
2	210	486716	CUBIC YARD	UNCLASSIFIED EXCAVATION	\$2.15	\$1,046,439.40	469120	1,008,608.00	96%
3	210	3102	CUBIC YARD	BORROW EXCAVATION (UNDERWATER BACKFILL)	\$2.15	\$6,669.30	834	1,793.10	27%
4	214	1250	CUBIC YARD	STRUCTURE EXCAVATION	\$4.00	\$5,000.00	861	3,444.00	69%
5	214	734	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	\$38.00	\$27,892.00	417.51	15,865.38	57%
6	230	112	ROADBED STATION	ROADBED PROCESSING	\$251.60	\$28,179.20	112	28,179.20	100%
7	301	1046	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 4" COMPACTED THICKNESS	\$5.75	\$6,014.50	198.97	1,144.08	19%
8	301	58157	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 5" COMPACTED THICKNESS	\$5.88	\$341,963.16	57542	338,346.96	99%
9	301	2238	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	\$6.88	\$15,397.44	2237.76	15,395.79	100%
10	305	1500	TON	COARSE AGGREGATE, SECTION 801, FOR MISCELLANEOUS USE, #57	\$18.00	\$27,000.00	2075.84	37,365.12	138%
11	401	57155	SQUARE YARD	BITUMINOUS TREATMENT A	\$0.01	\$571.55	12767.82	127.68	22%
12	405	4889	GALLON	TACK COAT	\$1.82	\$8,897.98	1253.66	2,281.66	26%
13	424	84	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	\$83.17	\$6,986.28	122.76	10,209.95	146%
14	424	3828	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$70.35	\$269,299.80	4083.76	287,292.52	107%
15	424	182	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	\$79.02	\$14,381.64	217.16	17,159.98	119%
16	424	250	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	\$78.77	\$19,692.50	0	0.00	0%
17	424	192	TON	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	\$71.52	\$13,731.84	218.1	15,598.51	114%
18	424	167	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$71.52	\$11,943.84	82.4	5,893.25	49%
19	424	7663	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$58.92	\$451,503.96	7364.48	433,915.16	96%
20	424	7427	TON	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$58.92	\$437,598.84	7364.48	433,915.16	99%
21	530	2115	LINEAR FOOT	18" ROADWAY PIPE (CLASS 3 R.C.)	\$27.36	\$57,866.40	2120	58,003.20	100%
22	530	218	LINEAR FOOT	24" ROADWAY PIPE (CLASS 3 R.C.)	\$35.51	\$7,741.18	338	12,002.38	155%
23	530	398	LINEAR FOOT	30" ROADWAY PIPE (CLASS 3 R.C.)	\$45.59	\$18,144.82	398	18,144.82	100%
24	530	124	LINEAR FOOT	36" ROADWAY PIPE (CLASS 3 R.C.)	\$55.42	\$6,872.08	128	7,093.76	103%
25	530	197	LINEAR FOOT	48" ROADWAY PIPE (CLASS 3 R.C.)	\$88.19	\$17,373.43	200	17,638.00	102%
26	530	237	LINEAR FOOT	60" ROADWAY PIPE (CLASS 3 R.C.)	\$140.00	\$33,180.00	240	33,600.00	101%
27	533	2679	LINEAR FOOT	18" STORM SEWER PIPE (CLASS 3 R.C.)	\$27.36	\$73,297.44	2821	77,182.56	105%
28	533	983	LINEAR FOOT	24" STORM SEWER PIPE (CLASS 3 R.C.)	\$35.51	\$34,906.33	1007	35,758.57	102%
29	533	544	LINEAR FOOT	30" STORM SEWER PIPE (CLASS 3 R.C.)	\$45.59	\$24,800.96	731	33,326.29	134%
30	533	694	LINEAR FOOT	36" STORM SEWER PIPE (CLASS 3 R.C.)	\$55.42	\$38,461.48	512	28,375.04	74%
31	533	30	LINEAR FOOT	42" STORM SEWER PIPE (CLASS 3 R.C.)	\$69.80	\$2,094.00	32	2,233.60	107%
32	600	1	LUMP SUM	MOBILIZATION	\$10,000.00	\$10,000.00	1	10,000.00	100%
33	602	85	EACH	RIGHT OF WAY MARKERS	\$115.00	\$9,775.00	84	9,660.00	99%
34	605	15144	LINEAR FOOT	PAVEMENT EDGE DRAIN	\$4.75	\$71,934.00	15144	71,934.00	100%
35	605	81	EACH	SPECIAL UNDERDRAIN OUTLET, TYPE B	\$325.00	\$26,325.00	66	21,450.00	81%
36	606	5000	LINEAR FOOT	6" UNDERDRAIN PIPE	\$6.50	\$32,500.00	1807	11,745.50	36%
37	610	1365	TON	LOOSE RIPRAP, CLASS 2	\$35.00	\$47,775.00	1315.55	46,044.25	96%
38	610	1111	SQUARE YARD	FILTER BLANKET, GEOTEXTILE	\$2.25	\$2,499.75	900	2,025.00	81%
39	619	4	EACH	18" ROADWAY PIPE END TREATMENT, CLASS 1	\$800.00	\$3,200.00	3	2,400.00	75%

EX 7-4

40	619	4	EACH	24" ROADWAY PIPE END TREATMENT, CLASS 1	\$850.00	\$3,400.00	7	5,950.00	175%
41	619	5	EACH	30" ROADWAY PIPE END TREATMENT, CLASS 1	\$1,200.00	\$6,000.00	5	6,000.00	100%
42	619	3	EACH	36" ROADWAY PIPE END TREATMENT, CLASS 2	\$1,950.00	\$5,850.00	3	5,850.00	100%
43	619	1	EACH	42" ROADWAY PIPE END TREATMENT, CLASS 2	\$2,500.00	\$2,500.00	1	2,500.00	100%
44	619	2	EACH	48" ROADWAY PIPE END TREATMENT, CLASS 2	\$3,000.00	\$6,000.00	2	6,000.00	100%
45	619	2	EACH	60" ROADWAY PIPE END TREATMENT, CLASS 2	\$3,400.00	\$6,800.00	2	6,800.00	100%
46	621	1	EACH	JUNCTION BOXES, TYPE 1, 1P OR 5	\$2,200.00	\$2,200.00	3	6,600.00	300%
47	621	3	EACH	JUNCTION BOXES, TYPE 1 OR 2P	\$2,600.00	\$7,800.00	3	7,800.00	100%
48	621	2	EACH	JUNCTION BOX UNITS, TYPE 1, 1P OR 5	\$250.00	\$500.00	2	500.00	100%
49	621	3	EACH	JUNCTION BOX UNITS, TYPE 1 OR 2P	\$350.00	\$1,050.00	2	700.00	67%
50	621	60	EACH	INLETS, TYPE S1 OR S3 (1 WING)	\$2,700.00	\$162,000.00	58	156,600.00	97%
51	621	4	EACH	INLETS, TYPE S2 OR S4 (1 WING)	\$3,500.00	\$14,000.00	6	21,000.00	150%
52	621	6	EACH	INLETS, TYPE S1 OR S3 (2 WING)	\$3,200.00	\$19,200.00	6	19,200.00	100%
53	621	7	EACH	INLETS, TYPE C (MODIFIED)	\$3,800.00	\$26,600.00	7	26,600.00	100%
54	621	3	EACH	INLET UNITS, TYPE C	\$275.00	\$825.00	3	825.00	100%
55	621	24	EACH	INLET UNITS, TYPE S1 OR S3	\$250.00	\$6,000.00	24	6,000.00	100%
56	621	19	EACH	INLET UNITS, TYPE S2 OR S4	\$350.00	\$6,650.00	19	6,650.00	100%
57	623	304	LINEAR FOOT	CONCRETE GUTTER (VALLEY)	\$22.00	\$6,688.00	244	5,368.00	80%
58	623	27912	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C	\$7.25	\$202,362.00	26787	194,205.75	96%
59	630	525	LINEAR FOOT	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	\$25.00	\$13,125.00	412.5	10,312.50	79%
60	630	6	EACH	GUARDRAIL END ANCHOR, TYPE 13	\$1,850.00	\$11,100.00	6	11,100.00	100%
61	630	6	EACH	GUARDRAIL END ANCHOR, TYPE 10 SERIES	\$2,500.00	\$15,000.00	6	15,000.00	100%
62	650	13445	CUBIC YARD	TOPSOIL	\$2.35	\$31,595.75	13416	31,527.60	100%
63	652	25	ACRE	SEEDING	\$1,050.00	\$26,250.00	25	26,250.00	100%
64	654	5456	SQUARE YARD	SOLID SODDING (BERMUDA)	\$3.85	\$21,005.60	2755	10,606.75	50%
65	656	25	ACRE	MULCHING	\$1,050.00	\$26,250.00	25	26,250.00	100%
66	659	44000	SQUARE YARD	ROLLED EROSION CONTROL PRODUCT, TYPE (2D)	\$1.80	\$79,200.00	8700	15,660.00	20%
67	665	25	ACRE	TEMPORARY SEEDING	\$350.00	\$8,750.00	25	8,750.00	100%
68	665	25	ACRE	TEMPORARY MULCHING	\$350.00	\$8,750.00	25	8,750.00	100%
69	665	1105	LINEAR FOOT	TEMPORARY PIPE	\$10.00	\$11,050.00	0	0.00	0%
70	665	4680	SQUARE YARD	POLYETHYLENE	\$1.00	\$4,680.00	0	0.00	0%
71	665	300	EACH	SAND BAGS	\$3.00	\$900.00	0	0.00	0%
72	665	480	TON	TEMPORARY RIPRAP, CLASS 2	\$25.00	\$11,500.00	445	11,125.00	97%
73	665	16888	LINEAR FOOT	SILT FENCE, TYPE A	\$3.00	\$50,664.00	8170	24,510.00	48%
74	665	16888	LINEAR FOOT	SILT FENCE REMOVAL	\$1.00	\$16,888.00	7270	7,270.00	43%
75	665	950	LINEAR FOOT	WATTLE	\$6.00	\$5,700.00	1020	6,120.00	107%
76	665	4200	LINEAR FOOT	TEMPORARY EARTH BERMS	\$0.10	\$420.00	360	36.00	9%
77	666	25	ACRE	PEST CONTROL TREATMENT	\$50.00	\$1,250.00	6.44	322.00	26%
78	680	1	LUMP SUM	ENGINEERING CONTROLS	\$22,000.00	\$22,000.00	1	22,000.00	100%
79	701	2	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	\$2,992.00	\$5,984.00	1.5	4,488.00	75%
80	701	2	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	\$2,992.00	\$5,984.00	1.473	4,407.22	74%
81	701	3	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC	\$1,942.00	\$5,826.00	2.304	4,474.37	77%
82	701	1	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC	\$1,942.00	\$1,942.00	0.295	572.89	30%
83	701	3519	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5"	\$1.32	\$4,645.08	3519	4,645.08	100%
84	701	1	MILE	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)	\$800.00	\$800.00	0.352	281.60	35%
85	701	5	MILE	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)	\$800.00	\$4,000.00	1.593	1,274.40	32%
86	701	2440	LINEAR FOOT	DOTTED TEMPORARY TRAFFIC STRIPE (PAINT)	\$0.16	\$390.40	0	0.00	0%
87	701	68	LINEAR FOOT	BROKEN WHITE, CLASS W, TYPE A TRAFFIC	\$3.68	\$250.24	68	250.24	100%
88	701	68	LINEAR FOOT	SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE (5"WIDE)	\$5.25	\$357.00	68	357.00	100%
89	701	68	LINEAR FOOT	SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE (5" WIDE)	\$5.25	\$357.00	68	357.00	100%
90	703	2113	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	\$5.25	\$11,093.25	2233	11,723.25	106%
91	703	405	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	\$5.25	\$2,126.25	405	2,126.25	100%
92	703	2460	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	\$1.32	\$3,247.20	233.68	308.46	9%
93	703	450	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL LEGENDS	\$1.32	\$594.00	0	0.00	0%
94	705	67	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	\$5.25	\$351.75	86	451.50	128%
95	705	315	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	\$5.25	\$1,653.75	297	1,559.25	94%
96	705	180	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	\$5.25	\$945.00	200	1,050.00	111%
97	705	120	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	\$5.25	\$630.00	79	414.75	66%
98	705	236	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	\$5.25	\$1,239.00	161	845.25	68%
99	707	3	EACH	TYPE A HAZARD MARKER INSTALLATION	\$105.00	\$315.00	2	210.00	67%
100	710	168	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE III OR TYPE IV BACKGROUND)	\$16.00	\$2,688.00	111	1,776.00	66%
101	710	111	SQUARE FOOT	CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR STEEL FLAT SIGN PANELS 14 GAUGE (TYPE IX BACKGROUND)	\$17.50	\$1,942.50	101.56	1,777.30	91%
102	710	559	LINEAR FOOT	ROADWAY SIGN POST (#3 "U" CHANNEL GALVANIZED STEEL)	\$10.00	\$5,590.00	390	3,900.00	70%
103		87	EACH	INLET PROTECTION	\$150.00	\$13,050.00	87	13,050.00	100%
104		1	LUMP SUM	TRAFFIC CONTROL	\$43,800.00	\$43,800.00	1	43,800.00	100%
105		240	LIN FT	12" CASING PIPE 0 TO 10 FT DEEP TRENCH (PIPE SUPPLIED BY OTHERS)	\$1.00	\$240.00	240	240.00	100%
106		27	EACH	SEPTIC SYSTEM REMOVAL	\$250.00	\$6,750.00	27	6,750.00	100%
107		1	LUMP SUM	STORM WATER PERMIT	\$5,000.00	\$5,000.00	1	5,000.00	100%
Base Bid Total						\$4,312,204.87		4,061,980.87	

EX 7-4

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JUN 26 2009
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geotechnical • analytical • materials • environmental

INVOICE

3516 Greensboro Avenue (35401)
Drawer 1128
Tuscaloosa, Alabama 35403
Telephone 205.345.0816
Facsimile 205.345.0992
www.TTLUSA.com

Decatur . Montgomery . Tuscaloosa ALABAMA
Albany . Valdosta GEORGIA
Nashville TENNESSEE

June 24, 2009
Invoice No: 1007796
Terms: Net 30 days

Bill To:

Accounts Payable
Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

Remit Payment to:

TTL, Inc.
P.O. Drawer 1128
Tuscaloosa, AL 35403
Attn: Accounts Payable

TTL Project 200108076 SE Middle School Road

Construction Materials Testing

For professional services rendered from May 18, 2009 to June 14, 2009.

Personnel

	Hours	Rate	Total Amount	
Staff Technician Level II	93.00	42.00	3,906.00	
Staff Professional Level I	1.00	68.00	68.00	
Sr. Project Professional Level V	5.00	118.00	590.00	
Draftsman	.25	50.00	12.50	
Administrative Support	1.00	38.00	38.00	
Totals	100.25		4,614.50	
Total Personnel				4,614.50

Unit Billing

Vehicle Travel	388.0 miles	@ 0.44	170.72	
Field Density Test				
Nos. 633-638	6.0 each	@ 10.00	60.00	
Nos. 639-662	24.0 each	@ 10.00	240.00	
Field Density Test (Retests)				
Nos. 640A, 642A	2.0 each	@ 10.00	20.00	
Proctor Density, Standard				
	1.0 each	@ 100.00	100.00	
Total Units			590.72	590.72

Total Amount Due this Invoice: \$5,205.22

	Current	Prior Invoices	Total Project
Billings to Date	5,205.22	51,080.02	56,285.24
Total Contract Amount:			89,114.00

*** A service charge of 1 1/2% per month is being applied to all amounts unpaid after 30 days. ***

EY 7-4

FOUR-FACTOR ANALYSIS
FOR LIMITED ENGLISH PROFICIENCY
PERSONS

COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Tuscaloosa County

July 1, 2009

EX 7-5

Purpose: In compliance with Executive Order 13166, Tuscaloosa County has developed the following review for the requirement for a formal Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Tuscaloosa County Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures Tuscaloosa County will undertake to guarantee access to the Tuscaloosa County Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

Currently, the U.S. Census does not provide data regarding Limited English Proficiency below the County Level. Information for Tuscaloosa County was included in this data.

Tuscaloosa County utilized Census 2000 Special Tabulation 194 and Table 2, Summary Social, Economic, and Housing Characteristics. Based on this data, Tuscaloosa County does not meet the 1,000 or 5% LEP persons threshold for any languages identified.

2. The frequency with which the LEP persons come into contact with the program.

The proposed project is an infrastructure project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

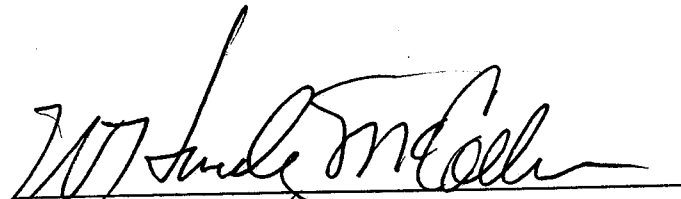
3. The nature and importance of the program, activity, or service provided by the program.

The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

4. The resources available and costs to the recipient.

Currently, the ADECA website can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to Tuscaloosa County.

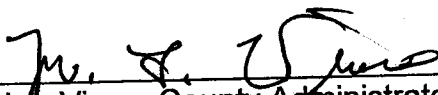
Certification: Based on the above Four-Factor Analysis, Tuscaloosa County is not required to develop a LAP. However, Tuscaloosa County will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission

July 15, 2009

Date

Attest: 

Melvin Vines, County Administrator
Tuscaloosa County Commission

Area Name	Total	Do Not Speak English Well as % of Total		Speak Spanish or Creole as % of Total		Speak Other Indo European as % of Total		Speak Asian or Pacific Islander as % of Total		Speak Other as % of Total	
		Do Not Speak English Well	% of Total	Speak Spanish or Creole	% of Total	Speak Other Indo European	% of Total	Speak Asian or Pacific Islander	% of Total	Speak Other	% of Total
Autauga	43671	270	0.62%	125	0.29%	120	0.27%	25	0.06%	0	0.00%
Baldwin	140415	795	0.57%	495	0.35%	210	0.15%	90	0.06%	0	0.00%
Barbour	29038	165	0.57%	90	0.31%	65	0.22%	0	0.00%	0	0.00%
Bibb	20826	65	0.31%	40	0.19%	0	0.00%	0	0.00%	0	0.00%
Blount	51024	295	0.58%	255	0.50%	0	0.00%	0	0.00%	0	0.00%
Bullock	11714	105	0.90%	80	0.68%	0	0.00%	0	0.00%	0	0.00%
Butler	21399	115	0.54%	85	0.40%	0	0.00%	0	0.00%	0	0.00%
Calhoun	112249	705	0.63%	335	0.30%	230	0.20%	0	0.00%	0	0.00%
Chambers	36583	150	0.41%	80	0.22%	65	0.18%	0	0.00%	0	0.00%
Cherokee	23988	20	0.08%	10	0.04%	10	0.04%	0	0.00%	0	0.00%
Chilton	38593	230	0.60%	160	0.41%	0	0.00%	0	0.00%	0	0.00%
Choctaw	15922	95	0.60%	55	0.35%	35	0.22%	4	0.03%	0	0.00%
Clarke	27867	90	0.32%	50	0.18%	0	0.00%	0	0.00%	0	0.00%
Clay	14254	85	0.60%	70	0.49%	15	0.11%	0	0.00%	0	0.00%
Cleburne	14123	50	0.35%	40	0.28%	10	0.07%	0	0.00%	0	0.00%
Coffee	43615	385	0.88%	190	0.44%	100	0.23%	0	0.00%	0	0.00%
Colbert	54984	220	0.40%	145	0.26%	0	0.00%	45	0.08%	0	0.00%
Conecuh	14089	65	0.46%	30	0.21%	0	0.00%	0	0.00%	0	0.00%
Coosa	12202	45	0.37%	25	0.20%	0	0.00%	0	0.00%	0	0.00%
Covington	37631	115	0.31%	65	0.17%	35	0.09%	20	0.05%	0	0.00%
Crenshaw	13655	20	0.15%	20	0.15%	0	0.00%	0	0.00%	0	0.00%
Cullman	77483	325	0.42%	215	0.28%	70	0.09%	0	0.00%	0	0.00%
Dale	49129	490	1.00%	235	0.48%	145	0.30%	0	0.00%	0	0.00%
Dallas	46365	145	0.31%	65	0.14%	60	0.13%	0	0.00%	0	0.00%
DeKalb	64452	450	0.70%	350	0.54%	0	0.00%	0	0.00%	0	0.00%
Elmore	65874	365	0.55%	235	0.36%	75	0.11%	35	0.05%	20	0.03%
Escambia	38440	120	0.31%	75	0.20%	25	0.07%	0	0.00%	0	0.00%
Etowah	103459	395	0.38%	230	0.22%	95	0.09%	0	0.00%	0	0.00%

Area Name	Total	Do Not Speak English Well		Do Not Speak English Well as % of Total		Speak Spanish or Creole		Speak Spanish or Creole as % of Total		Speak Other Indo European		Speak Other Indo European as % of Total		Speak Asian or Pacific Islander		Speak Other as % of Total	
		Well	English Well	Well	English Well	Speak Spanish or Creole	Spanish or Creole % of Total	Speak Other Indo European	Other Indo European as % of Total	Speak Asian or Pacific Islander	Asian or Pacific Islander as % of Total	Speak Other	Other as % of Total				
Fayette	18495	45	0.24%	25	0.14%	20	0.11%	0	0.00%	0	0.00%	0	0.00%				
Franklin	31223	220	0.70%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Geneva	25764	130	0.50%	70	0.27%	45	0.17%	0	0.00%	0	0.00%	0	0.00%				
Greene	9974	45	0.45%	30	0.30%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Hale	17185	45	0.26%	0	0.00%	20	0.12%	0	0.00%	0	0.00%	0	0.00%				
Henry	16310	70	0.43%	45	0.28%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Houston	88787	325	0.37%	135	0.15%	105	0.12%	0	0.00%	0	0.00%	0	0.00%				
Jackson	53926	155	0.29%	75	0.14%	50	0.09%	0	0.00%	0	0.00%	0	0.00%				
Jefferson	662047	4555	0.69%	2475	0.37%	1210	0.18%	650	0.10%	220	0.03%	0	0.00%				
Lamar	15904	50	0.31%	0	0.00%	25	0.16%	0	0.00%	0	0.00%	0	0.00%				
Lauderdale	87966	425	0.48%	210	0.24%	180	0.20%	35	0.04%	0	0.00%	0	0.00%				
Lawrence	34803	185	0.53%	125	0.36%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Lee	115092	805	0.70%	465	0.40%	0	0.00%	170	0.15%	0	0.00%	0	0.00%				
Limestone	65676	505	0.77%	335	0.51%	0	0.00%	90	0.14%	0	0.00%	0	0.00%				
Lowndes	13473	35	0.26%	15	0.11%	15	0.11%	0	0.00%	0	0.00%	0	0.00%				
Macon	24105	210	0.87%	185	0.77%	25	0.10%	0	0.00%	0	0.00%	0	0.00%				
Madison	276700	2160	0.78%	1040	0.38%	530	0.19%	520	0.19%	70	0.03%	0	0.00%				
Marengo	22539	100	0.44%	80	0.35%	15	0.07%	0	0.00%	0	0.00%	0	0.00%				
Marion	31214	95	0.30%	55	0.18%	0	0.00%	30	0.10%	0	0.00%	0	0.00%				
Marshall	82231	555	0.67%	460	0.56%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Mobile	399843	2770	0.69%	1225	0.31%	715	0.18%	795	0.20%	30	0.01%	0	0.00%				
Monroe	24324	130	0.53%	110	0.45%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Montgomery	223510	1670	0.75%	765	0.34%	345	0.15%	470	0.21%	85	0.04%	0	0.00%				
Morgan	111064	975	0.88%	730	0.66%	150	0.14%	0	0.00%	0	0.00%	0	0.00%				
Perry	11861	45	0.38%	30	0.25%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Pickens	20949	90	0.43%	65	0.31%	0	0.00%	0	0.00%	0	0.00%	0	0.00%				
Pike	29605	170	0.57%	130	0.44%	20	0.07%	20	0.07%	0	0.00%	0	0.00%				

Area Name	Total	English Well	Do Not Speak English Well as % of Total	Speak Spanish or Creole	Speak Spanish or Creole as % of Total	Speak Other Indo European	Speak Other Indo European as % of Total	Speak Asian or Pacific Islander	Speak Asian or Pacific Islander as % of Total	Speak Other	Speak Other as % of Total
Randolph	22380	110	0.49%	50	0.22%	0	0.00%	0	0.00%	0	0.00%
Russell	49756	285	0.57%	160	0.32%	70	0.14%	55	0.11%	0	0.00%
St. Clair	64742	275	0.42%	190	0.29%	50	0.08%	0	0.00%	0	0.00%
Shelby	143293	885	0.62%	470	0.33%	310	0.22%	0	0.00%	0	0.00%
Sumter	14798	85	0.57%	60	0.41%	25	0.17%	0	0.00%	0	0.00%
Talladega	80321	350	0.44%	230	0.29%	90	0.11%	30	0.04%	0	0.00%
Tallapoosa	41475	165	0.40%	110	0.27%	0	0.00%	25	0.06%	0	0.00%
Tuscaloosa	164875	1020	0.62%	570	0.35%	285	0.17%	130	0.08%	40	0.02%
Walker	70713	260	0.37%	150	0.21%	0	0.00%	0	0.00%	0	0.00%
Washington	18097	70	0.39%	45	0.25%	0	0.00%	0	0.00%	0	0.00%
Wilcox	13183	65	0.49%	30	0.23%	10	0.08%	0	0.00%	0	0.00%
Winston	24843	65	0.26%	50	0.20%	0	0.00%	0	0.00%	0	0.00%
Total	4,402,419	26,305	0.60%	14,720	0.33%	5,555	0.13%	3,214	0.07%	465	0.01%

**AGREEMENT
FOR AN AMERICAN RECOVERY & REINVESTMENT ACT OF 2009
TRANSPORTATION ENHANCEMENT PROJECT**

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

Tuscaloosa County

**Sidewalks along Patriot Parkway
Project No. STMTE-TE09(939)**

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, Alabama, 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 the American Recovery and Reinvestment Act (ARRA) of 2009, and

WHEREAS, Division A, Title XII of that Act (Public Law 111-5) requires that three (3) percent of the ARRA funds apportioned to the State of Alabama 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 project documentation, 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 an ARRA funded transportation enhancement project, as reflected by such project documentation.

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

PART TWO (2): PROJECT PROVISIONS

- A. Project Description:** The AGENCY will undertake an ARRA transportation enhancement project in accordance with this Agreement, plans approved by the STATE and the requirements, provisions, terms, and conditions of the project documentation, including the documents relating thereto, submitted by the AGENCY and approved by the STATE. This documentation, 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 documentation, 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 three (3) years from the date of authorization to have the project

completed in accordance with the plans and specifications approved by the STATE. If this stipulation is not met, the STATE will notify the AGENCY in writing that the project is subject to termination and the subsequent forfeiture of federal funds.

C. Project Funding: It is expressly understood that federal funds for this project will be provided from ARRA Highway Infrastructure Investment funds for transportation enhancement activities described in 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 100 percent federal ARRA transportation enhancement funds not to exceed a maximum sum of \$379,350.50 in federal funds. The estimated cost is as follows:

	Total Estimated Cost	Estimated Federal Funds
Construction (Including Construction Engineering and Inspection)	\$379,350.50	\$379,350.50

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 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, in both their official and individual capacities, 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. Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- Q. 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.
- R. Expiration:** This agreement shall terminate on March 2, 2010, 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.
- S. 7/24th 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: *Jim R. Ippolito, Jr.*
County Clerk (Signature)

Melvin Vines, County Administrator
Type Name of Clerk

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

W. Hardy McCollum, Commission Chairman
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

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 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 it's Manager.
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, 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 15th day of July, 2009, 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 15th day of July, 2009.

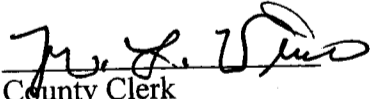
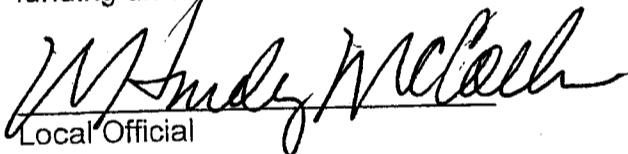

County Clerk
Melvin Vines
County Administrator

Exhibit A

CERTIFICATION UNDER SECTION 1511 OF
THE AMERICAN RECOVERY AND REINVESTMENT ACT

Pursuant to Title XV, Subtitle A, section 1511 of the American Recovery and Reinvestment Act (Pub. L. 111-5 (Feb. 17, 2009) ("ARRA"), I W. Hardy McCollum*, hereby certify that the infrastructure investment funded by ARRA has received the full review and vetting required by law and that I accept responsibility that such investment is an appropriate use of taxpayer dollars. I further certify that the specific information required by section 1511 concerning each such investment (a description of the investment, the estimated total cost, and the amount of ARRA funds to be used) is provided on the Alabama Statewide Transportation Improvement Program (STIP) and is available to the public at <http://www.dot.state.al.us/stimulus2009> or by going directly to the Alabama Department of Transportation's website under American Recovery and Reinvestment Act of 2009 (Stimulus Plan).

I understand that my State or local agency may not receive ARRA infrastructure investment funding unless this certification is made and posted.



Local Official

W. Hardy McCollum, Chairman
Tuscaloosa County Commission

Signed this 15th day of July 2009.

*In accordance with section 1511 of ARRA, the Certifying Official may be either the mayor or other chief executive, as appropriate.

- T. Certification:** The AGENCY shall comply with the American Recovery and Reinvestment Act of 2009 (ARRA) and any directions, guidelines, rules or regulations cited therein or implemented thereunder. The AGENCY shall execute Certification Form 1511 attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.
- U. Special Provision:** The AGENCY shall comply with Special Provision No. 08-0094 (2) attached herein as Exhibit B and is incorporated into this agreement by reference as if fully set forth.
- V. Monthly Reporting Requirement:** As a recipient of ARRA funds, the AGENCY shall submit on a monthly basis by the due date OMB Form 41409, "Monthly Employment Report", attached herein as Exhibit C, on a date determined by the STATE.
- W. Davis-Bacon Requirement:** The AGENCY shall comply with Special Provision No. 08-0093 attached herein as Exhibit D and is incorporated into this agreement by reference as if fully set forth.
- X. Exhibits A, B, C, D, M and N** are hereby attached to and made a part of this Agreement.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: April 1, 2009

Special Provision No. 08-0094(2)

EFFECTIVE DATE: April 1, 2009

SUBJECT: American Recovery and Reinvestment Act (ARRA) of 2009.

Monthly Employment Forms

Monthly employment reports for each Contractor and each Subcontractor shall be submitted to the Engineer.

The American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5) was enacted on February 17, 2009. A requirement of this act is that employment information must be reported to the Federal Highway administration (FHWA).

The Engineer will provide the forms and procedures for reporting employment data. Prime Contractors shall be responsible for submitting the required employment data for Subcontractors. Failure to furnish the employment data in a timely manner may result in the withholding of monthly estimate payments until the delinquent information has been submitted.

Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

(1) to examine any records of the Contractor or any of its Subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the Contractor or any of its Subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Required Contract Provision to Implement ARRA Section 1515:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

EXHIBIT B

EX 7-6

EXHIBIT D

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: March 17, 2009

Special Provision No. 08-0093

EFFECTIVE DATE: May 1, 2009

SUBJECT: Form FHWA-1273.

On December 19, 2008, the U.S. Department of Labor issued a final rule revising the regulations in 29 CFR Parts 3 and 5. The effective date of the rule is January 18, 2009, and applies to all Federal-aid Construction Contracts entered into pursuant to invitations for bids issued on or after January 18, 2009.

This final rule changes the requirements for the information required to be included on weekly payroll submittals. Form FHWA-1273, "Required Contract Provisions Federal-aid Construction Contracts" is in the process of being revised to reflect the revisions to 29 CFR Parts 3 and 5. Form FHWA-1273 (dated March 10, 1994) in this contract has not been revised to reflect this change.

Form FHWA-1273, Section V, Paragraph 2b is shown below.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

Personal addresses and full social security numbers shown to be required in the first sentence of this paragraph shall not be included on weekly payroll submissions by contractors and subcontractors.

EXHIBIT D (CONT'D)

2

Special Provision No. 08-0093

Contractors and subcontractors shall include the last four digits of the employee's social security number as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete social security numbers and home addresses for employees and provide this information upon request of the ALDOT, FHWA and U.S. Department of Labor.

Additionally, the American Recovery and Reinvestment Act (ARRA) includes the provision that Davis-Bacon wage rates apply to all ARRA funded projects. Form FHWA-1273 (dated March 10, 1994) in this contract has not been revised to reflect this change. Stipulations are given in Section IV (PAYMENT OF PREDETERMINED MINIMUM WAGE) and Section V (STATEMENTS AND PAYROLL) that these Sections of Form FHWA-1273 do not apply to roadways classified as local roads or rural collectors. These stipulations are not correct for ARRA funded projects. In accordance with Section 1606 of the American Recovery and Reinvestment Act, both of these Sections (IV and V) apply to all ARRA funded projects regardless of roadway classification.

EX 7-6

7/18/90
EXHIBIT M

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.

EX 7-6

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.

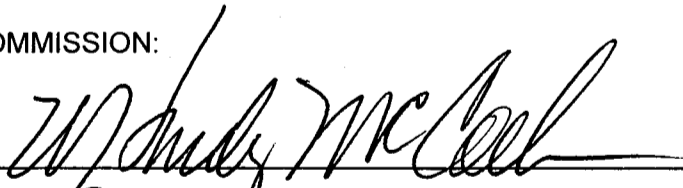
MONTH OF: **JUNE, 2009**

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	26260-26511	\$4,236,675.32
SPECIAL SALES TAX	101-315	\$708,659.93
112 ROAD & BRIDGE	7383-7607	\$1,715,892.55
116 CAPITAL IMPROVEMENT	3003	\$280,000.00
117 RRR GAS TAX		
120 REAPPRAISAL	1217-1240	\$1,034,859.26
160 COMMUNITY DEVELOP		
710 PAYROLL-CHECKS	90567-90615	\$1,198,243.67
	47674-47847	\$165,811.56
	17409-18268	\$904,643.48
720 PAYROLL-DIR DEP		
EXCESS LAND SALES		
750 PISTOL PERMIT	3361-3384	\$22,193.76
761 DA WORTHLESS CK	2526-2548	\$56,363.77
780 E911	4179-4198	\$56,728.86
781 GAS TAX BONDING		
783 WORKMEN'S COMP	5109, 160	\$127,908.47
784 TAX COLL SPECIAL	266	\$60.70
785 TAX ASSR SPECIAL	1626-1628	\$785.68
786 MFG HOMES		
787 MOTOR VEH TRAINING	89	\$1,161.30
		<hr/>
		\$10,509,988.31

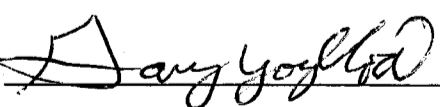
CHECKED BY: 

WILLIAM M. LAMB, ACCOUNTING MANAGER


APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM 

COMMISSIONER, DON WALLACE 

COMMISSIONER, GARY YOUNGBLOOD 

COMMISSIONER, BOBBY MILLER 

COMMISSIONER, REGINALD MURRAY 

TUSCALOOSA COUNTY COMMISSION
TUSCALOOSA COUNTY, ALABAMA

RESOLUTION APPROVING THE VACATION OF A PUBLIC STREET
IN TUSCALOOSA COUNTY, ALABAMA

WHEREAS, the Tuscaloosa County Commission is desirous of vacating a public street located in Tuscaloosa County, Alabama generally known as **"Echo Lake Road"** and more particularly described below.

WHEREAS, a duly advertised and noticed public hearing to address the proposed vacation of Echo Lake Road, a public street in Tuscaloosa County, was held on July 15, 2009.

WHEREAS, it appears to the Tuscaloosa County Commission that the vacation of said public road as herein described will not deprive other property owners of their right, as they may have, to convenient and reasonable means of ingress and egress to and from their property, nor will it adversely affect the interest of the public in any way.

WHEREAS, it appears to the Tuscaloosa County Commission that it is in the interest of the public that the Echo Lake Road be vacated.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION as follows:

That the assent of said County Commission be, and the same is hereby given, to the vacation of the following described public street in Tuscaloosa County, Alabama, to-wit:

ECHO LAKE ROAD RIGHT-OF-WAY

A strip of land, being located in Section 25 and 36, Township 21 South, Range 9 west and in Section 30 and 31, Township 21 South, Range 8 West, all in Tuscaloosa County, Alabama, said strip being the prescribed right-of-way of ECHO LAKE ROAD, and being more particularly described as follows:

BEGIN at the point of intersection of the centerline of Echo Lake Road with the South right-of-way margin of Alabama Great Southern (Southern Railway Systems) Railroad, said intersection being located in Section 30, Township 21 South, Range 8 West. Thence proceed in a southerly direction and along the meandering centerline of said Echo Lake Road to a point on the south line of property owned by The Westervelt Company, Inc., said intersection being located in Section 36 of Township 21 South, Range 9 West, being the Point of Ending of said strip of land.

It is the intent to vacate all of the current prescribed right-of-way on Echo Lake Road either being currently maintained by the Tuscaloosa County Commission or within the existing ownership of The Westervelt Company, Inc.

BE IT FURTHER RESOLVED that the following persons or entities are owner(s) of the lots or parcels of land abutting the street being vacated by this resolution:

The Westervelt Company

BE IT FURTHER RESOLVED that it appears that there exist no owner(s) of lots or parcels of land that will be cut off from access to their respective parcel or lot by this vacation.

BE IT FURTHER RESOLVED that the Chairman of the County Commission be, and he hereby is, authorized to file a copy of this resolution, duly certified as correct by the County Clerk of Tuscaloosa County, the officer in charge of the records of said County, in the Probate Court of Tuscaloosa County, Alabama.

BE IT FURTHER RESOLVED that the Chairman of the County Commission be, and hereby is, authorized to publish notice of the adoption of this resolution once in a newspaper in Tuscaloosa County within the next fourteen (14) days.

BE IT FURTHER RESOLVED that this vacation is subject to any and all public utilities which might be located in said right-of-way.


This the 15th day of July, 2009.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

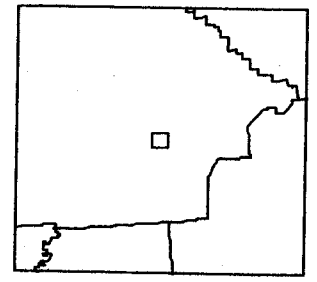
ATTEST:


Melvin Vines, County Administrator

LEGEND

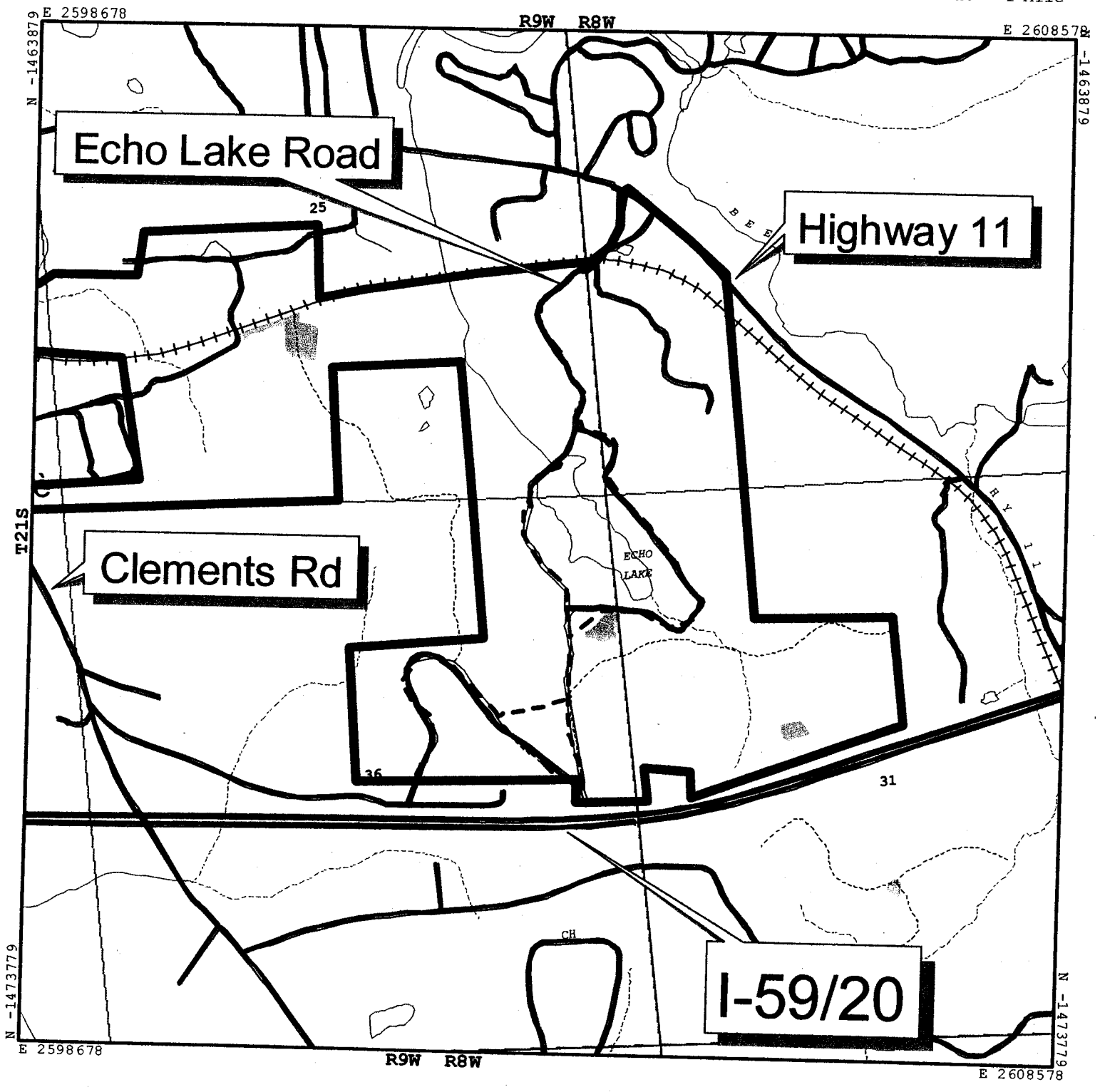
 TWC Property

County: TUSCALOOSA
 District: TUSCALOOSA
 MgtArea: NORTHEAST TUSCALOOSA(408)
 Comprmt: 704
 QuadName: COTTONDALE



Date _____
 Forester _____
 ACN _____

03-22-09
 N
 4 in. = 1 Mile



EX 7-8



CITY OF NORTHPORT

Our Mission: To Provide Efficient and Effective Services; To Promote a Sense of Community; To Enhance the Quality of Life.

COUNCIL MEMBERS

District 1
STEVE WEBB
District 2
JAY LOGAN
District 3
WILLIAM TUNNELL
District 4
STEVE ACKER
District 5
BART HARPER

Mayor
BOBBY HERNDON

City Administrator
SCOTT COLLINS

April 9, 2009

Mike Henderson
Tuscaloosa County Road and Bridge Dept.
2810 35th Street
Tuscaloosa, AL 35401

Subject: Snows Mill Avenue Paving

Mr. Henderson,

Please consider this letter as a formal request for consideration by Tuscaloosa County to repair and pave Snows Mill Avenue from the intersection of Martin Luther King Jr. Boulevard to the intersection of U.S. Highway 82. At your discretion, the portion of Snows Mill Avenue between 28th Street and Martin Luther King Jr. Boulevard may or may not be in need of such repair. However, the portion of the road between 28th Street and Highway 82 is in definite need of repair.

I have discussed this repair with Commissioner Miller who is in support of this repair being performed by your department. The City of Northport is unable to facilitate this repair and we certainly appreciate your assistance and that of Commissioner Miller.

Please do not hesitate to notify me directly at 205-469-4231 or scollins@cityofnorthport.org if I can be of any further assistance to regarding this request.

Respectfully,

Scott Collins
Northport City Administrator

Attn: Don Wallace

We, the undersigned wish to express our concerns regarding the hazardous traffic conditions on Pinedale Dr. in Northport.

The speed limit and a stop sign have not been sufficient in slowing down some drivers traveling on this road. Hills restrict viewing distance for children playing and other pedestrians causing an alarming risk to safety. It also makes it dangerous for residents to pull out of their own driveways.

We therefore ask that speed bumps be put in place to ensure that drivers will slow down on this road.

Eva S. Harless
June R Latham
Jami M Dennis
Rick Dem
Simon Gray Jr
Rennia Dug
Sue Stripling
Jason Hylley
Amanda Guthrie
Jonathan Guthrie
Sarah Bealla
Sam Hiner
Jo Ann Anderson
Brenda C. Weems
Donnie Weems
Bill Kerner

Lito Rose
Rafel D. Rose
Glenn Edwards
Eric McCoy
Jimmy Edwards
Willie Jackson
Charles Evans
Jessica Browning
Joe Hubbard
Teresa Hubbard
GA
Royce Hays

Home Rule Meeting 2008 District 1

Jeffanie Knowles	Old Fayette Rd
Brian Phillips	Northside Rd
Rebecca Shelby	Old Fayette Rd
Jedford Cannon	Old Fayette Rd.
Hayt Nelson	Mormon Rd.
Johnny Bonnerman	Mormon Rd.
Bruce & Laurie Green	Northside Rd.
Henry Harless	Bone Camp Rd
Alice Taylor	Spencers Cove Rd
Jahn A. Montgomery	19018 Phillips Rd
Carolyn Q. Montgomery	19018 Phillips Rd.
Keith McCool	19199 Kemp Rd.
Jimmy McCool	19199 Kemp Rd.
Jennifer Kraft	Gogas Road
TAL CALLAHAN	1617 NORTH AVENUE SHORWOODS RD
Patricia Riggs	18535 Jessie Riggs Rd.
Jacqueline Riggs	18547 Jessie Riggs Road
ALIX RIGGS	18547 Jessie Riggs Road.
DONALD DAVIS	20820 Sherman Rd Berry AL 35546
Dennis Davis	20997 Sherman Rd. Berry al 35546
Bryan Tucker	19638 Welwood Ln. Berry
Doug White	13932 Doughty Rd Berry
Robert Cannon	20110 Fayette Rd Berry AL
Jerry Cannon	19981 Hwy 43 N
Rodger Cannon	19980 Hwy 43 N
Beretta Henderson	19986 Hwy 43 W
Jedford Cannon	18808 Fayette Road Berry al.
Gilly Deyoung	20941 Hwy 43N Northport AL
Vanessa Deyoung	20941 Hwy 43N Northport AL

PETITION

This petition is for getting speed ramps placed in our community. The ramps have been requested on the North end of Boyd Road in the Moores Bridge community. Please sign your name if you are in favor of the speed ramps being installed.

1. Alton A Strickland
2. Judy R Strickland
3. Phil Ellis
4. Eddie Ellis
5. Jamie Cunn
6. Danna Cunn
7. Curran Strickland
8. Barbara Strickland
9. Allen Ellis
10. Lyle E. Campbell
11. Eric Campbell
12. [Signature]

To whom it may concern, we the residents of Nuckols Circle, Northport, Alabama request that Tuscaloosa County please install a speed table on our road. We have in our residence a combine number of 15 kids who live and play in this area. Thank you very much for your attention to this matter.

1. Kenny Gray 7511

2. Wanda Gray 7511

3. Johnny Hebert 7504

4. Donna Hebert 7504

5. Susan Ketter 7304

6. Kim Hesse 7601

7. Sam Hest 7601

8.

9.

10.

11.

Kenny Gray
765-3339

Yate Cannon
David Burr
J.C. Cannon

FAYETTE RD. N.
SAMANTHA
Prelam Rd

G.C. Gilliam
Ricky Fore

Samantha
John Swindle Rd
Northside Rd

Clark Cobin
Naida Kraft
Steve Kraft

Gorgas Rd
Gorgas Rd

Lacy Cannon
Mike Jones

Graham Road
Gorgas Road
Oregonia Road

Donna Kay Collins

Jon CHRISTIAN

NORTHSIDE RD
Northport

Clayton Ernest
Clayton M Ernest

King Park

Sherman Rd
North port + A1

Floyd Hughes Jr

Dale Daley
Damon Coffey

Tusculum al.
TUSCO - C 2

Joel Hamner
Cynthia Ballard

TUSS. CO.
Cripple Creek Rd

Christie Langford

John Swindle Rd

Yates Super
Kinde Wakeyatt

John Swindle Rd
N'port

Flora Ballard

Samantha

Gene Linn

N'port

Sara Allen

N'port

Danney Williams

Cohen

Arnold Williams

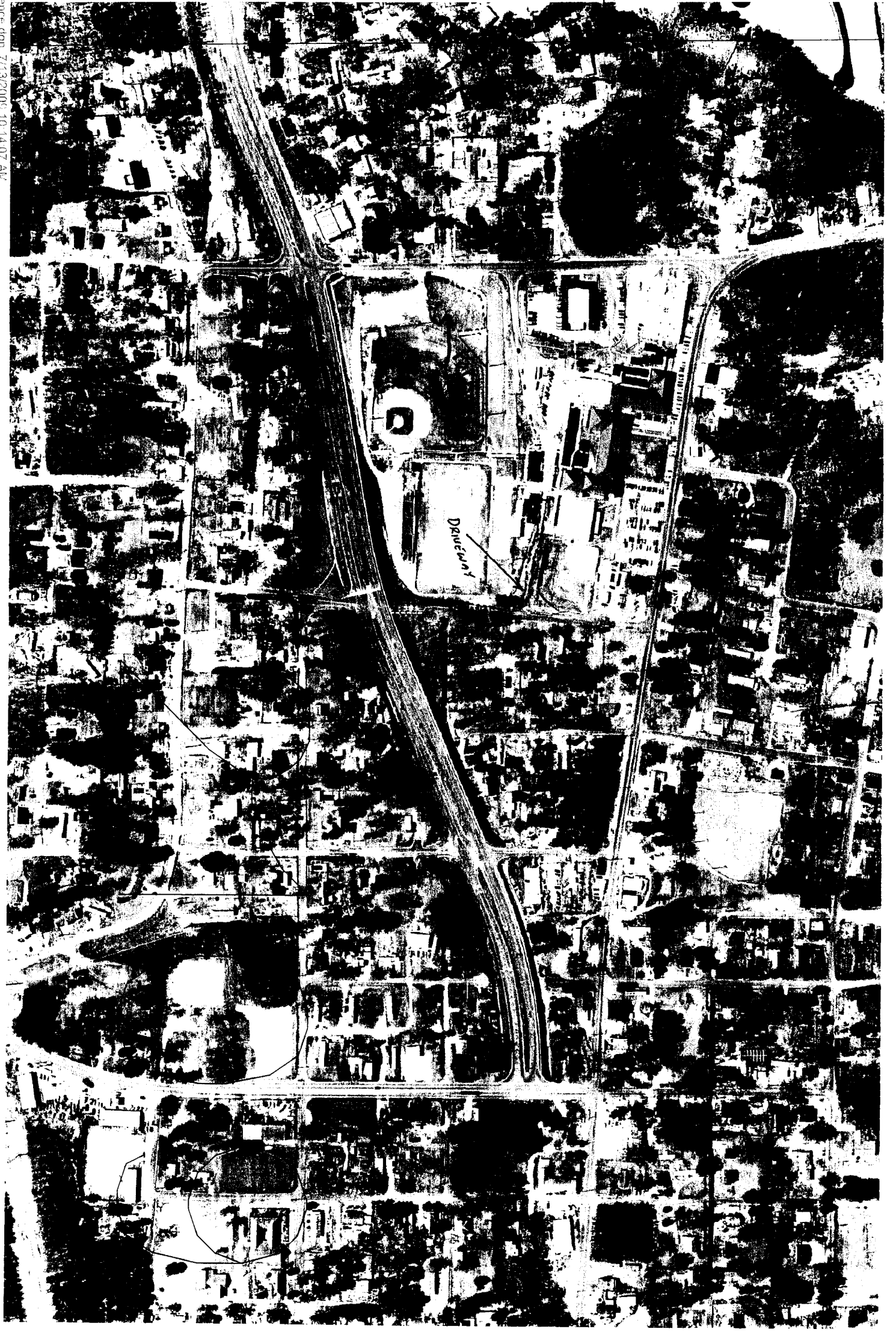
Cohen

Belinda Williams

Cohen

HOLT
HIGH SCHOOL
PARKING LOT
PAVING
AND DRIVE
PAVING.

DAVEY



Z:\2002_aerial_reference.dgn 7/7/3/2003 10:14:07 AM

EV 0-13

Bobby Dyer	20941 Hwy 43 W Northport
Emily Dyer	20941 Hwy 43 N Northport
Todd Botton	20424 Espey Rd North AL 35425
Jim Dyer	21693 Bill Linn Ford R 35826
Buster Botton	13106 Campground Rd North AL 35425
Vanessa B. Dye	12383 Goodwater Rd Nport 35475
Nalancie Dye	"
Bruce Dye	"
Ricky Earnest	21729 Foley Rd Berry, AL 35546
Pete Ford	12244 Northside Rd Northport AL
Randall Jones	12476 Northside Rd Northport, AL
Jeff Gilliam	13731 J.C. Road Berry, AL 35546
Randall Kelley	20186 Sherman Rd Northport AL 35475
Gary Howard	18395 Hwy 43 N Nport AL 35425
Garson Skelton	13205 Northside RD Berry 35846
Ronald Skelton	13829 " " " "
Gene Walters	12985 Inverness EST
Alvin	Berry AL

Teresa Costanzo
Executive Director

Bob McKinney
Assistant Director

tuscaloosa's
One place
A FAMILY RESOURCE CENTER

870 Redmont Drive Post Office Box 40764 Tuscaloosa, AL 35404
Phone 205-462-1000 Fax 205-462-1001 www.etfrc.org

Board of Directors
Kim Thoma-Bailey, Chair

Tonya Adams-Nelson

Carla Bailey

Avanti Baker

Elizabeth Beemer

Steven Case

Mary Bath Cavert

Leslie Guy

Robert Halli, Jr.

Rick Herbert

Helene Hibbard

Pamela Hisey

Tom Ledbetter

Debra Nelson-Gardell

Sandra Ray

Mike Russell

Tammy Yager

Ex-Officio Member:
Judy Young

July 2, 2009

Attention: Judge Hardy McCollum
Bobby Miller, County Commissioner

Subject: Hazardous Road Access to a Client's Home

Client: Erdeal Slaughter
19089 Franklin Drive
Brook wood, AL 35444

Dear Mr. Miller:

Tuscaloosa's One Place received a phone call from Mr. Jimmy and Brad Simmons in regard to their grandmother, Ms. Erdeal Slaughter. Ms. Slaughter is a 99-year-old woman with severe back problems, along with other health concerns and has been hospitalized for her conditions.

Mr. Brad Simmons expressed a need for assistance with repairing their road and driveway. Mr. Simmons is concerned about access for vehicles as well as ambulance transportation in emergency situations. Mr. Simmons also expressed concerns for the limitations that are posed on his grandmother in regard to her being able to leave home without the fear of being in excruciating pain.

I visited the home that Ms. Slaughter resides in, and the road leading to the driveway was deplorable. There were a cluster of about twenty huge pot holes as well as others scattered, which Mr. Simmons stated are impossible to drive on without causing his grandmother, Ms. Slaughter, severe pain. The road is also very narrow and leaves no room to maneuver around the pot holes. Mr. Simmons also reported complaints from the ambulance staff, home health nurses, and a police officer that visited the home.

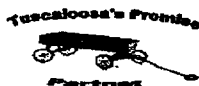
Ms. Slaughter is indigent and receives about \$1,350.00 monthly from Social Security benefits. Mr. Simmons, whom she resides with, has been laid off several times this year due to a lack of work.

Due to Ms. Slaughter's financial barrier, she is not able to financially repair her driveway. Please take this into consideration when making a decision to provide assistance and/ or repair the road and driveway leading to Ms. Slaughter's home.

Sincere Appreciation,

Tiffany Jenkins-Green, MSCE

Tiffany Jenkins-Green, MSCE
Family Support Specialist



EX 7-12

REQUEST TO REPAIR
FRANKLIN DRIVE

