

TUSCALOOSA COUNTY COMMISSION  
MEETING

August 12, 2009

TUSCALOOSA COUNTY                   §  
STATE OF ALABAMA                   §

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

Don Wallace  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Engineering Department to solicit bids for the purchase of a new rock spreader.

Commissioner Bobby Miller, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for engineering services on the Patriot Parkway Extension Project in the amount of \$2,500.00.

Exhibit 8-1, 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 on the Duncanville Middle School Access Road Project in the amount of \$7,383.00.

Exhibit 8-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to CFM Group for floodplain mapping in the amount of \$43,855.32.

Exhibit 8-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for hydrated lime to Unimin Corporation (Southern Lime Company) as the lowest bid meeting specifications. The bids were opened 8-5-09.

Exhibit 8-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the lowest bid meeting specifications for the Lake Darlene Road construction project and refer to the Engineering Department for appropriate action. The bidding firms were as follows:

Tomlin Construction, LLC  
RaCON, Inc.  
Trout Construction, Inc.  
Blakeney Company, Inc.  
Indian Creek Excavating, LLC

Exhibit 8-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the project to connect the Mitchell Water System, Inc.,

with the Coaling Water Authority along Hagler-Coaling Road, but to place it on hold until the County's revenues are developed. (County share is \$123,400.00)

Exhibit 8-6, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the construction bid for Frierson Road/Englewood-Hulls Water System, Inc., water project on a 50/50 cost participation basis to low bidder, Indian Creek Excavating, LLC. (County share is \$11,324.50)

Exhibit 8-7, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve the acceptance of bids for consideration on the Propst Road Water Project. Opening of bids will be August 27, 2009.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to assist with the annual Holt Lake Cleanup project hosted by the Black Warrior Clean Water Partnership. The assistance will be for landfill charges associated with the disposal of waste generated from the cleanup.

Exhibit 8-8, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve the acceptance of bids for consideration on the proposed project to connect the Mitchell Water System, Inc., with the Coaling Water Authority along Hagler-Coaling Road on a 50/50 cost participation basis. (County share is \$123,400.00) This was previously approved but placed on hold pending County's budget.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the month of July, 2009.

Exhibit 8-9, Page

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the transfer of additional funds in the amount of up to \$1,500,000.00 from the Capital Improvement Fund to the Road & Bridge Fund to cover Tuscaloosa County's expenditures. This will increase the budget for transfers to \$1,780,000.00.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution approving the vacation of Boyd Avenue.

Exhibit 8-10, Page

Bids opened for the IT Department for ProCurve Switches were referred to the IT Department to review for appropriate action. The bidding firms were as follows:

Dasher Technologies  
Logista  
IT Outlets, Inc.

Exhibit 8-11, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to clarify the exact locations of two warning sirens already approved in the Lake Tuscaloosa area. One will be located at Hilltop and Tierce Patton Road, and the other will be located at House Bend Road.

Commissioner Don Wallace's motion, seconded by Commissioner Reginald Murray, to approve the Oakman Water Board's extensions for Highway 69 North in Tuscaloosa County on a 50/50 cost share basis failed on a tie vote. Commissioner Bobby Miller and Commissioner Gary Youngblood cast the NAY votes.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to post a speed limit of 25 MPH on Rifle Range Road.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Public Works Department to pave an access road to Gordon Davis ball field.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a permit agreement for the accommodation of facilities on public right-of-way to the Town of Brookwood for installation of a sanitary sewage line along Covered Bridge Road and George Newell Road.

Exhibit 8-12, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize renaming 11<sup>th</sup> Street North East in Holt to Johnny Shines Street.

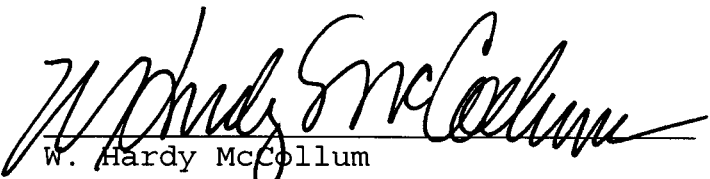
Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize County Attorney Robert Spence to negotiate with the City of Tuscaloosa for payment of the tap fee for the First Nazarene Church in the amount of \$4,484.50 in order to proceed with the Patriot Parkway Extension project.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize Planning Director, Farrington Snipes, to proceed with the appraisal process on Sand Road for a construction project.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider going into executive session at the conclusion of the regular meeting.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into executive session at the conclusion of the regular meeting to discuss a personnel situation with Tuscaloosa County Administrator Melvin Vines.

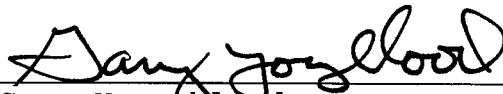
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 2, 2009.



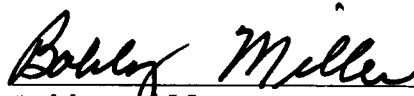
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



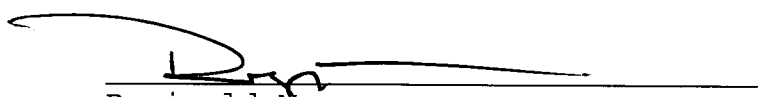
Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

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

ASSOCIATE  
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

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

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

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT  
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

June 30, 2009

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

Re: Patriot Parkway Extension  
Invoice #16  
BKI Job No. 3196

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

PAYMENT REQUEST NO. 16

MAX FEE \$ 206,500.00

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$ 142,480.00	100%	\$142,480.00	\$ -
SURVEY	\$ 64,020.00	100%	63,624.00	-

TOTALS: \$206,104.00 \$ -

<u>ADDITIONAL SERVICES:</u>	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<b>DESIGN:</b>				
DESIGN	\$ 69,500.00	97%	\$67,496.00	\$ 1,500.00
SURVEY	\$ 40,315.00	22%	\$ 8,900.00	\$ 1,000.00
GEOTECHNICAL	\$ 42,350.00	35%	\$ 14,798.30	\$ -
<b>CONSTRUCTION ENGINEERING &amp; INSPECTION:</b>				
INSPECTION	\$ 153,000.00	0%	\$ -	\$ -
SURVEY	\$ 27,500.00	0%	\$ -	\$ -
ADMINISTRATION	\$ 15,500.00	0%	\$ -	\$ -
TESTING	\$ 55,000.00	0%	\$ -	\$ -
		<u>TOTAL</u>	\$91,194.30	\$ 2,500.00

TOTALS: \$297,298.30

LESS PREVIOUSLY INVOICED: (294,798.30)

BKI Invoice: 46685  
ks

AMOUNT DUE THIS INVOICE: \$ 2,500.00

received  
7-17-09



P.O. Drawer 2729  
Tuscaloosa, AL 35403

**Invoice**

August 1, 2009  
Project No: 2006168.00  
2006168.12  
2006168.21  
Invoice No: 0000029

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

US 82 to Duncanville Middle School  
Professional services from July 1, 2009 to July 31, 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)**  
**Complete**

**Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$257,674.50)**

	Hours	Rate	Amount
Project Manager II	22.00	120.00	2,640.00
Professional Engineer	11.00	100.00	1,100.00
Staff Engineer	38.00	80.00	3,040.00
Clerical	1.00	45.00	45.00
Totals	72.00		6,825.00

**Testing-**  
T T L Inc – Invoice# 1007957 558.00

**Total Phase I Const 7,383.00**

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

**Total Phase II .00**

**Total this invoice \$7,383.00**

**Status:**

Phase I-Design: Complete.  
Phase I-Construction Engineering:  
Total project is substantially complete.  
Punch list for final completion has been provided to the contractor.  
Phase II-Preliminary Design: 83% complete  
No recent activity.

8-7-09

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 8-2



# CFM Group LLC

# Invoice

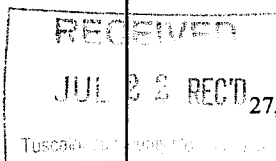
2135 University Blvd  
Suite A  
Tuscaloosa, AL 35401

Invoice Date:	Invoice #:
7/16/2009	3199

Bill To:
Tuscaloosa County Engineer's Office ATTN: Mr. Tom Fancher 2810 35th Street Tuscaloosa, AL 35401

Project Name:
FEMA Study of the Black Warrior River Tuscaloosa, Alabama

P.O. Number:	Due Date:	Rep	Account #	Job No:
	7/16/2009	RAD		2008157 Flood Ma...

Description	Hours/Qty	Rate	Amount
FEMA Study of the Black Warrior River, Tuscaloosa, Alabama	SRCE _____ Run # _____		
Task 2: Simple Hydrologic Analysis of 5,010.69 square miles Simple Hydrologic Analysis = \$100,213.79 Simple Hydrologic Analysis performed @ 85% complete previously paid = \$85,181.71 Simple Hydrologic Analysis performed @ 100% complete to date (July 16, 2009) less previously paid =	Vendor # <u>21332</u> PO # _____ Acct. # _____ Rec'd By <u>LTM</u> BK # _____	15,032.08	15,032.08
Task 8: Hydraulic Analysis of 24.78 miles Hydraulic Analysis = \$247,847.69 Hydraulic Analysis performed @ 85% complete previously paid = \$210,670.54 Hydraulic Analysis performed @ 96% complete to date (July 16, 2009) less previously paid =	Approved For Payment 	27,263.24	27,263.24
Task 10: Presentation Presentation: \$1,560.00 per stream Presentation @ 100% complete to date (July 16, 2009) =	<i>THIS WORK HAS BEEN COMPLETE. Thomas Fancher 7-22-09</i>	1,560.00	1,560.00
Please include the job number and invoice number with payment. If you have questions, please call Patty or Amy at (205) 752-4037. Thanks.	<b>Total</b>		\$43,855.32
	<b>Payments/Credits</b>		\$0.00
	<b>Balance Due</b>		\$43,855.32

EX 8-3

**Dry Hydrated Lime F.O.B. Tuscaloosa County**

ITEM	QUANTITY (TONS)	UNIT PRICE Per Ton F.O.B. Tuscaloosa County
Dry Hydrated Lime Delivered in Pneumatic Trucks	2,000	\$119.03 /ton <hr/> 22-ton minimum deliveries

COMPANY NAME UNIMIN dba Southern Lime Company

MAILING ADDRESS P.O. Box 128

CITY & STATE Calera, AL 35040

PHONE NO (205) 668-6999

Toll Free: (866) 596-7476

Fax No.: (205) 668-4474

**LAKE DARLENE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	1,800	CY	6. <sup>00</sup>	10,800. <sup>00</sup>
600A-000	MOBILIZATION	1	LUMP SUM	7500. <sup>00</sup>	7500. <sup>00</sup>
608A-001	SEPARATION GEOTEXTILE	1,000	SY	2. <sup>50</sup>	2500. <sup>00</sup>
610-C-001	LOOSE RIPRAP CLASS II	300	TON	31. <sup>00</sup>	9,300. <sup>00</sup>
610-C-001	LOOSE RIPRAP CLASS I	400		31. <sup>00</sup>	12,400. <sup>00</sup>
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	3. <sup>25</sup>	6,500. <sup>00</sup>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	4,500	CYIP	12. <sup>00</sup>	54,000. <sup>00</sup>
<b>Sub Total</b>					103,000. <sup>00</sup>
	Water Line Relocation Option 1 3 inch line	1	Lump Sum	38,005. <sup>60</sup>	38,005. <sup>60</sup>
	Water Line Relocation Option 2 6 inch line	1	Lump Sum	49,597. <sup>60</sup>	49,597. <sup>60</sup>
<b>Total with Option 1</b>					141,005. <sup>60</sup>
<b>Total with Option 2</b>					152,597. <sup>60</sup>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Tomlin Construction, LLC

Mailing Address: 641 Lum Fife Road Gordo, AL

Telephone: 205-364-7022

Name: Larry Tomlin - Larry Jones

Title: managing member

Date: 8/12/09

File: f:/users/Mike/Road Construction 2009/Lake Darlene Road/Sub Base Bid



**TUSCALOOSA COUNTY COMMISSION  
COKER WATER AUTHORITY  
LAKES DARLENE ROAD RELOCATION**

BID SCHEDULE  
8/3/2009

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	2,500	l.f.	3" PVC Class 200 Water Main	6.25	15,625.00
2	200	l.f.	3/4" Type K Copper Service Tubing	10.96	2,192.00
3	60	l.f.	4" Ductile Iron Restrained Joint for Creek Crossing	28.98	1,738.80
4	3	each	5/8" x 3/4" Domestic Service (No Meter)	504.00	1,512.00
5	3	each	Domestic Service Reconnect Customer	378.00	1,134.00
6	1	each	3" Valve and Valve Box	611.00	611.00
7	1	each	Flush Assembly	441.00	441.00
8	1	each	Main Connection	1386.00	1386.00
9	1	each	Temporary Capping for Testing	252.00	252.00
10	100	tons	Select Backfill	27.09	2709.00
11	1	l.s.	Testing and Disinfecting	378.00	378.00
12	1	l.s.	Temporary Erosion Control and Grassing	2268.00	2268.00
13	1,000	l.f.	Silt Fence Type 'A' Install and Remove	5.99	5,990.00
14	1	l.s.	Traffic Control	1,768.00	1,768.00
<b>Total Base Bid</b>				\$	<b>38,005.00</b>

**Alternates**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
A1	1,600	l.f.	6" PVC Class 200 Water Main (in Lieu of Item No. 1 STA 0+00 to STA 16+00)	9.77	15,632.00
A2	60	l.f.	6" Ductile Iron Restrained Joint for Creek Crossing (in Lieu of Item No. 3)	34.84	2,090.40
A3	1	l.s.	8" x 6" Tapping Sleeve and Valve with Valve Box (in Lieu of Item No. 8)	3,640.00	3,640.00
A4	1	each	Fire Hydrant Assembly (Includes 6" Valve & Valve Box)	3,354.00	3,354.00

1. All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.

2. Contractor or sub-contractor performing water relocation work must be approved by the Coker Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.

Bidder: Tomlin Construction, LLC Date: 8/12/09  
 By: Lamy Tomlin Address: 641 Hum Fife Road  
 Title: managing member Gordo, AL 35466  
 AL Contractor's License No.: 26748 Phone: 205-364-7022

w/ B+C Contractors

**LAKE DARLENE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	1,800	CY	<u>5.50</u>	<u>\$ 9,900.00</u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>12,500.00</u>	<u>\$ 12,500.00</u>
608A-001	SEPARATION GEOTEXTILE	1,000	SY	<u>3.50</u>	<u>\$ 3,500.00</u>
610-C-001	LOOSE RIPRAP CLASS II	300	TON	<u>35.00</u>	<u>\$ 10,500.00</u>
610-C-001	LOOSE RIPRAP CLASS I	400		<u>35.00</u>	<u>\$ 14,000.00</u>
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	<u>4.25</u>	<u>\$ 8,500.00</u>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	4,500	CYIP	<u>7.75</u>	<u>\$ 34,875.00</u>
<b>Sub Total</b>					<u>\$ 93,775.00</u>
	Water Line Relocation Option 1 3 inch line	1	Lump Sum	<u>40,980.00</u>	<u>\$ 40,980.00</u>
	Water Line Relocation Option 2 6 inch line	1	Lump Sum	<u>55,570.00</u>	<u>\$ 55,570.00</u>
<b>Total with Option 1</b>					<u>\$ 134,755.00</u>
<b>Total with Option 2</b>					<u>\$ 149,345.00</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Ra CON, INC.

Mailing Address: P.O. Box 2692 Tuscaloosa, AL 35403

Telephone: (205) 333-8500

Name: [Signature]

Title: Vice President

Date: Aug. 12, 2009

File: f:/users/Mike/Road Construction 2009/Lake Darlene Road/Sub Base Bid



**TUSCALOOSA COUNTY COMMISSION  
 COKER WATER AUTHORITY  
 LAKES DARLENE ROAD RELOCATION  
 BID SCHEDULE  
 8/3/2009**

**RECEIVED  
 AUG 06 2009  
 RACON**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	2,500	l.f.	3" PVC Class 200 Water Main	5.80	14,500.00
2	200	l.f.	3/4" Type K Copper Service Tubing	16.50	3,300.00
3	60	l.f.	4" Ductile Iron Restrained Joint for Creek Crossing	55.00	3,300.00
4	3	each	5/8" x 3/4" Domestic Service (No Meter)	250.00	750.00
5	3	each	Domestic Service Reconnect Customer	150.00	450.00
6	1	each	3" Valve and Valve Box	430.00	430.00
7	1	each	Flush Assembly	260.00	260.00
8	1	each	Main Connection	675.00	675.00
9	1	each	Temporary Capping for Testing	715.00	715.00
10	100	tons	Select Backfill	21.00	2,100.00
11	1	l.s.	Testing and Disinfecting	3,250.00	3,250.00
12	1	l.s.	Temporary Erosion Control and Grassing	3,500.00	3,500.00
13	1,000	l.f.	Silt Fence Type 'A' Install and Remove	4.25	4,250.00
14	1	l.s.	Traffic Control	3,500.00	3,500.00
<b>Total Base Bid</b>				<b>\$</b>	<b>40,980.00</b>

**Alternates**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
A1	1,600	l.f.	6" PVC Class 200 Water Main (in Lieu of Item No. 1 STA 0+00 to STA 16+00)	10.05	16,080.00
A2	60	l.f.	6" Ductile Iron Restrained Joint for Creek Crossing (in Lieu of Item No. 3)	85.00	5,100.00
A3	1	l.s.	8" x 6" Tapping Sleeve and Valve with Valve Box (in Lieu of Item No. 8)	3,750.00	3,750.00
A4	1	each	Fire Hydrant Assembly (Includes 6" Valve & Valve Box)	2,915.00	2,915.00

All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.

Contractor or sub-contractor performing water relocation work must be approved by the Coker Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.

Bidder: RACON, INC. Date: Aug 12, 2009  
 By: [Signature] Address: P.O. Box 2692  
 Title: Vice President Tuscaloosa, AL 35403  
 AL Contractor's License No.: 73321 Phone: 205-333-8500

**LAKE DARLENE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	1,800	CY	<u>2.98</u>	<u>5,364.00</u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>1000<sup>00</sup></u>	<u>1,000.00</u>
608A-001	SEPARATION GEOTEXTILE	1,000	SY	<u>3.20</u>	<u>3,200.00</u>
610-C-001	LOOSE RIPRAP CLASS II	300	TON	<u>29.95</u>	<u>8,985.00</u>
610-C-001	LOOSE RIPRAP CLASS I	400	TON	<u>28.95</u>	<u>11,580.00</u>
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	<u>1.89</u>	<u>3,780.00</u>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	4,500	CYIP	<u>7.10</u>	<u>31,950.00</u>
<b>Sub Total</b>					<u>65,859.00</u>
	Water Line Relocation Option 1 3 inch line	1	Lump Sum	<u>28,755.18</u>	<u>28,755.18</u>
	Water Line Relocation Option 2 6 inch line	1	Lump Sum	<u>31,915.58</u>	<u>31,915.58</u>
<b>Total with Option 1</b>					<u>94,614.18</u>
<b>Total with Option 2</b>					<u>97,774.58</u>

Bidder understands that the county reserves the right to reject any and all bids and to waive any formalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Trout Construction, Inc

Mailing Address: P.O. Box 888, Fayette, AL 35555

Telephone: 205-932-8989

Name: LaDawn Jayfous Maddox

Title: President

Date: August 12, 2009

File: f:/users/Mike/Road Construction 2009/Lake Darlene Road/Sub Base Bid



**TUSCALOOSA COUNTY COMMISSION  
COKER WATER AUTHORITY  
LAKES DARLENE ROAD RELOCATION**

BID SCHEDULE  
8/3/2009

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	2,500	l.f.	3" PVC Class 200 Water Main	4.50	11,250.00
2	200	l.f.	3/4" Type K Copper Service Tubing	5.64	1,128.00
3	60	l.f.	4" Ductile Iron Restrained Joint for Creek Crossing	37.58	2,254.80
4	3	each	5/8" x 3/4" Domestic Service (No Meter)	288.46	865.38
5	3	each	Domestic Service Reconnect Customer	250.00	750.00
6	1	each	3" Valve and Valve Box	450.00	450.00
7	1	each	Flush Assembly	245.00	245.00
8	1	each	Main Connection	938.00	938.00
9	1	each	Temporary Capping for Testing	489.00	489.00
10	100	tons	Select Backfill	24.95	2,495.00
11	1	l.s.	Testing and Disinfecting	1500.00	1500.00
12	1	l.s.	Temporary Erosion Control and Grassing	1500.00	1500.00
13	1,000	l.f.	Silt Fence Type 'A' Install and Remove	2.89	2,890.00
14	1	l.s.	Traffic Control	2000.00	2,000.00
<b>Total Base Bid</b>				<b>\$ 28,755.18</b>	

**Alternates**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
A1	1,600	l.f.	6" PVC Class 200 Water Main (in Lieu of Item No. 1 STA 0+00 to STA 16+00)	6.34	10,144.00
A2	60	l.f.	6" Ductile Iron Restrained Joint for Creek Crossing (in Lieu of Item No. 3)	39.32	2,359.20
A3	1	l.s.	8" x 6" Tapping Sleeve and Valve with Valve Box (in Lieu of Item No. 8)	2300.00	2,300.00
A4	1	each	Fire Hydrant Assembly (Includes 6" Valve & Valve Box)	2800.00	2,800.00

All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.

Contractor or sub-contractor performing water relocation work must be approved by the Coker Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.

Bidder: Trout Construction, Inc Date: August 12, 2009  
 By: LeAnn Sanford Maddox Address: P.O. Box 888  
 Title: President Fayette, AL 35555  
 AL Contractor's License No.: 41118 Phone: 205-932-6889



**LAKE DARLENE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	1,800	CY	\$ 6.10	\$ 10,980.00
600A-000	MOBILIZATION	1	LUMP SUM	\$ 4,400.00	\$ 4,400.00
608A-001	SEPARATION GEOTEXTILE	1,000	SY	\$ 4.48	\$ 4,480.00
610-C-001	LOOSE RIPRAP CLASS II	300	TON	\$ 25.56	\$ 7,788.00
610-C-001	LOOSE RIPRAP CLASS I	400		\$ 25.56	\$ 10,224.00
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	\$ 2.39	\$ 4,780.00
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	4,500	CYIP	\$ 10.00	\$ 45,000.00
<b>Sub Total</b>					\$ 87,652.00
	Water Line Relocation Option 1 3 inch line	1	Lump Sum	\$ 32,382.00	\$ 32,382.00
	Water Line Relocation Option 2 6 inch line	1	Lump Sum	\$ 45,037.00	\$ 45,037.00
<b>Total with Option 1</b>					\$ 120,034.00
<b>Total with Option 2</b>					\$ 132,689.00

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: Blakerey Company Inc.

Mailing Address: 3519 Greensboro Ave. Tuscaloosa, AL. 35401

Telephone: (205) 345-8880

Name: Steve D. Lowery

Title: Estimator/Manager

Date: 8/12/09

File: f:/users/Mike/Road Construction 2009/Lake Darlene Road/Sub Base Bid

**LAKE DARLENE ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
210A-000	UNCLASSIFIED EXCAVATION PER CUBIC YD. HAULED	1,800	CY	<u>6.00</u>	<u>10,800.00</u>
600A-000	MOBILIZATION	1	LUMP SUM	<u>3,000.00</u>	<u>3,000.00</u>
608A-001	SEPARATION GEOTEXTILE	1,000	SY	<u>2.75</u>	<u>2,750.00</u>
610-C-001	LOOSE RIPRAP CLASS II	300	TON	<u>32.00</u>	<u>9,600.00</u>
610-C-001	LOOSE RIPRAP CLASS I	400		<u>33.00</u>	<u>13,200.00</u>
665J-000	SILT FENCE, TYPE "A"	2,000	L.F.	<u>5.00</u>	<u>10,000.00</u>
210-D-000	BORROW EXCAVATION PER CUBIC YARD IN PLACE	4,500	CYIP	<u>17.75</u>	<u>79,875.00</u>
<b>Sub Total</b>					<u>129,225.00</u>
	Water Line Relocation Option 1 3 inch line	1	Lump Sum	<u>27,185</u>	<u>27,185.00</u>
	Water Line Relocation Option 2 6 inch line	1	Lump Sum	<u>33,045.00</u>	<u>33,045.00</u>
<b>Total with Option 1</b>					<u>156,410.00</u>
<b>Total with Option 2</b>					<u>162,270.00</u>

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process. The quantities listed above are approximate only. There will be no contract adjustments in the unit prices for any increase or decrease in the unit quantities.

Company Name: INDIAN CREEK EXCAVATING, LLC

Mailing Address: 10275 INDIAN CREEK RD TUSC. AL 35405

Telephone: 752-6115 - Fax 758 4850

Name: TOM MILLER

Title: PRESIDENT

Date: 8-12-09

File: f:/users/Mike/Road Construction 2009/Lake Darlene Road/Sub Base Bid



**TUSCALOOSA COUNTY COMMISSION  
COKER WATER AUTHORITY  
LAKES DARLENE ROAD RELOCATION**

BID SCHEDULE  
8/3/2009

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	2,500	l.f.	3" PVC Class 200 Water Main	3.75	9,375.00
2	200	l.f.	3/4" Type K Copper Service Tubing	7.00	1,400.00
3	60	l.f.	4" Ductile Iron Restrained Joint for Creek Crossing	36.00	2,160.00
4	3	each	5/8" x 3/4" Domestic Service (No Meter)	275.00	825.00
5	3	each	Domestic Service Reconnect Customer	200.00	600.00
6	1	each	3" Valve and Valve Box	425.00	425.00
7	1	each	Flush Assembly	300.00	300.00
8	1	each	Main Connection	600.00	600.00
9	1	each	Temporary Capping for Testing	500.00	500.00
10	100	tons	Select Backfill	25.00	2,500.00
11	1	l.s.	Testing and Disinfecting	2,500.00	2,500.00
12	1	l.s.	Temporary Erosion Control and Grassing	1,500.00	1,500.00
13	1,000	l.f.	Silt Fence Type 'A' Install and Remove	4.00	4,000.00
14	1	l.s.	Traffic Control	500.00	500.00
<b>Total Base Bid</b>				<b>\$ 27,185.00</b>	

**Alternates**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
A1	1,600	l.f.	6" PVC Class 200 Water Main (in Lieu of Item No. 1 STA 0+00 to STA 16+00)	6.00	9,600.00
A2	60	l.f.	6" Ductile Iron Restrained Joint for Creek Crossing (in Lieu of Item No. 3)	42.00	2,520.00
A3	1	l.s.	8" x 6" Tapping Sleeve and Valve with Valve Box (in Lieu of Item No. 8)	2,500.00	2,500.00
A4	1	each	Fire Hydrant Assembly (Includes 6" Valve & Valve Box)	2,600.00	2,600.00

- All work shall be performed in accordance with McGiffert and Associates, LLC standard contract documents and technical specifications on file at the office of McGiffert and Associates, LLC, available upon request.
- Contractor or sub-contractor performing water relocation work must be approved by the Coker Water Authority. If contractor or sub-contractor has not been previously approved, contractor shall request approval of water sub-contractor 7 days prior to bid opening.

Bidder: INDIAN CREEK EXCAVATING Date: 8-12-09  
 By: THOMAS W. MILLER Address: 10275 INDIAN CREEK RD  
 Title: president TUSC. AL 35405  
 AL Contractor's License No.: 42372 Phone: 752-6115

FAX 7584850

Item A



## Mitchell Water System, Inc.

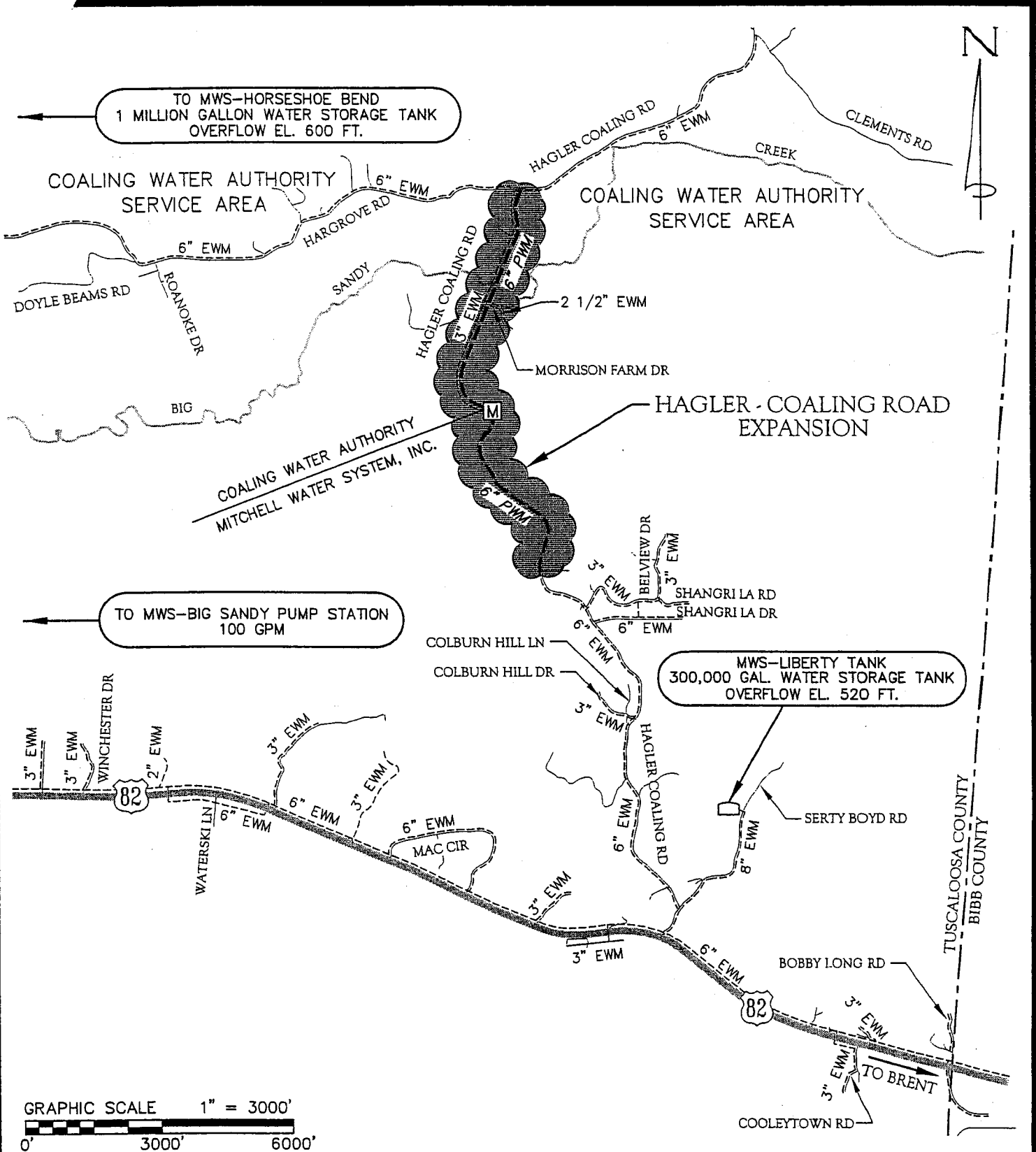
### Hagler-Coaling Road Expansion

Preliminary Probable Project Cost Estimate

Revised 6/29/2009

Project Summary: The proposed project will connect Mitchell Water System (Mitchell) to the Coaling Water Authority (Coaling) along Hagler-Coaling Road. Water sold to Coaling and repurchased at the proposed master meter (effective overflow = 600' MSL) will provide for filling of Mitchell's Liberty Tank (overflow = 520' MSL) by gravity flow at a rate of approximately 100 GPM. This will effectively double the available flow to the Liberty Tank and reduce energy consumption. The project is an alternative to upgrading the existing Big Sandy Pump Station (100 GPM) and replacing the Liberty Tank. This project will benefit approximately 254 existing customers.

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	11,800	l.f.	6" PVC Cl. 200 Water Main	7.50	88,500
2	320	l.f.	6" Ductile Iron Restrained Joint for Creek Crossing	42.00	13,440
3	140	l.f.	10" x 188" Wall Steel Casing for Pipeline Crossing	20.00	2,800
4	2	each	6" Valve and Valve Box	650.00	1,300
5	1	each	Fire Hydrant Assembly	3,500.00	3,500
6	200	tons	Class 2 Rip-Rap	35.00	7,000
7	100	each	Hay Bales	5.00	500
8	800	l.f.	Silt Fence Type 'A' Installation and Removal	10.00	8,000
9	1	l.s.	Master Meter Assembly	20,000.00	20,000
10	1	l.s.	Tank Level Controls Modifications/Control Valve	32,000.00	32,000
11	1	l.s.	Testing and Disinfecting	1,500.00	1,500
12	1	l.s.	Temporary Erosion Control and Stormwater Monitoring	4,000.00	4,000
13	1	l.s.	Permanent Grassing and Mulching	2,400.00	2,400
Total Probable Construction Cost					\$ 184,940
Contingency (10%)					18,460
SUB TOTAL					\$ 203,400
Preliminary Engineering					2,000
Engineering Design					18,300
Resident Observation					9,500
Sites and Easements, Surveying and Negotiations					4,200
County Permitting					800
Stormwater Permit and Inspections					2,400
Construction Contract Management					800
City of Tuscaloosa, Coaling Water Authority and Tuscaloosa County Coordination for Approval					4,700
Mileage and other Misc Reimbursable Expenses					700
TOTAL PRELIMINARY ESTIMATED PROJECT COST					\$ 246,800



**McGiffert**  
and Associates, LLC  
— SINCE 1949 —  
CIVIL ENGINEERS

2814 STILLMAN BLVD. • P.O. BOX 20559  
TUSCALOOSA, ALABAMA 35402-0559  
WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

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**MITCHELL WATER SYSTEM, INC.**  
**HAGLER - COALING ROAD EXPANSION**  
TUSCALOOSA COUNTY ALABAMA

**VICINITY MAP**

REVISION		
DATE	DESCRIPTION	BY

SCALE: 1" = 3000'
JOB No. 09-3076
FB. PG.
DATE OF SURVEY:
DRAWN ON: 5/14/09
DRAWN BY: S W T
FILE NAME: MWS-HAGCORD-VIC
SHEET No. 1 of 1
CHECKED BY: DAH
DWG. No. 163-09

EX 8-6



**TABULATION OF BIDS  
TUSCALOOSA COUNTY COMMISSION  
WATER SYSTEMS EXPANSIONS  
ENGLEWOOD-HULLS WATER SYSTEM, INC.  
FRIERSON ROAD EXPANSION**



Item B

**Bid Date: July 28, 2009; 2:00 P.M.**

Item No.	Description	Estimated Quantity	Unit	Indian Creek Excavating, LLC 10275 Indian Creek Road Tuscaloosa, AL 35405		Singleton Excavating 862 Homestead Trail Centreville, AL 35402		Perma Corporation 125 Armstrong Road Columbus, MS 39702		Robinson and Sons Construction 80 Fifth Avenue Haleyville, AL 35565		TKE, LLC 86 County Road 139 Fayette, AL 35555		Dominion Construction Co., Inc. P.O. Box 70 Duncanville, AL 35456	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	3" PVC Class 200 Water Main	3,100	L.F.	3.75	11,625.00	3.85	11,935.00	3.75	11,625.00	3.76	11,656.00	3.99	12,369.00	2.60	8,060.00
2	3" DI Class 350 Water Main for Road Crossing	20	L.F.	24.95	499.00	18.00	360.00	26.00	520.00	26.70	534.00	25.00	500.00	194.00	3,880.00
3	3/4" Type "K" Copper Service Tubing	300	L.F.	7.00	2,100.00	5.00	1,500.00	5.42	1,626.00	6.13	1,839.00	4.54	1,362.00	4.50	1,350.00
4	8" PVC Casing for Plantation Pipeline Crossings	120	L.F.	10.00	1,200.00	9.75	1,170.00	26.00	3,120.00	16.35	1,962.00	5.00	600.00	10.50	1,260.00
5	Main Connection	1	each	400.00	400.00	1,000.00	1,000.00	1,000.00	1,000.00	500.00	500.00	500.00	500.00	500.00	500.00
6	Flush Assembly	1	each	300.00	300.00	346.00	346.00	225.00	225.00	275.00	275.00	350.00	350.00	400.00	400.00
7	3" Valve and Valve Box	1	each	425.00	425.00	417.00	417.00	500.00	500.00	573.00	573.00	575.00	575.00	500.00	500.00
8	6" x 3" Tapping Sleeve and Valve with Valve Box	1	each	700.00	700.00	860.00	860.00	1,100.00	1,100.00	1,452.00	1,452.00	1,800.00	1,800.00	1,300.00	1,300.00
9	5/8" x 3/4" Domestic Service with Sensus SRII Meter and Meter Box	8	each	275.00	2,200.00	197.00	1,576.00	339.00	2,712.00	341.00	2,728.00	425.00	3,400.00	340.00	2,720.00
10	Domestic Service Reconnection	8	each	125.00	1,000.00	284.00	2,272.00	90.00	720.00	216.00	1,728.00	150.00	1,200.00	240.00	1,920.00
11	3/4" Schedule 40 PVC for Customer Reconnections	1,200	L.F.	1.00	1,200.00	2.40	2,880.00	1.71	2,052.00	2.20	2,640.00	2.50	3,000.00	1.60	1,920.00
12	Temporary Erosion Control and Permanent Grassing	1	Ls.	500.00	500.00	1,610.00	1,610.00	1,400.00	1,400.00	1,650.00	1,650.00	2,000.00	2,000.00	1,500.00	1,500.00
13	Testing and Disinfection	1	Ls.	500.00	500.00	850.00	850.00	600.00	600.00	1,110.00	1,110.00	2,000.00	2,000.00	4,490.00	4,490.00
<b>TOTAL BID</b>					<b>\$22,649.00</b>		<b>\$26,776.00</b>		<b>\$27,200.00</b>		<b>\$28,697.00</b>		<b>\$29,656.00</b>		<b>\$29,800.00</b>

**RECEIVED**  
AUG - 4 2009  
FARRINGTON B. SNIPES, JR.  
DIRECTOR

L-8 X E

Bid Date: July 28, 2009; 2:00 P.M.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	3" PVC Class 200 Water Main	3,100	L.F.	5.00	15,500.00	5.25	16,275.00	3.75	* 11,625.00	4.70	14,570.00	2.85	8,835.00	5.19	16,089.00
2	3" DI Class 350 Water Main for Road Crossing	20	L.F.	50.00	1,000.00	100.00	2,000.00	21.00	420.00	32.81	656.20	31.50	630.00	140.09	2,801.80
3	3/4" Type "K" Copper Service Tubing	300	L.F.	6.50	1,950.00	5.25	1,575.00	6.00	1,800.00	3.83	1,149.00	6.35	1,905.00	15.75	4,725.00
4	8" PVC Casing for Plantation Pipeline Crossings	120	L.F.	15.00	1,800.00	16.00	1,920.00	18.00	2,160.00	20.91	2,509.20	19.60	2,352.00	37.27	4,472.40
5	Main Connection	1	each	500.00	500.00	800.00	800.00	500.00	500.00	10,890.50	10,890.50	2,380.00	2,380.00	4,051.49	4,051.49
6	Flush Assembly	1	each	300.00	300.00	150.00	150.00	150.00	150.00	177.68	177.68	505.00	505.00	1,438.94	1,438.94
7	3" Valve and Valve Box	1	each	350.00	350.00	850.00	850.00	500.00	500.00	510.89	510.89	1,080.00	1,080.00	1,807.65	1,807.65
8	6" x 3" Tapping Sleeve and Valve with Valve Box	1	each	1,600.00	1,600.00	2,000.00	2,000.00	1,000.00	1,000.00	2,281.60	2,281.60	1,550.00	1,550.00	2,085.75	2,085.75
9	5/8" x 3/4" Domestic Service with Sensus SR11 Meter and Meter Box	8	each	350.00	2,800.00	390.00	3,120.00	375.00	3,000.00	293.08	2,344.64	535.00	4,280.00	475.27	3,802.16
10	Domestic Service Reconnection	8	each	100.00	800.00	150.00	1,200.00	100.00	800.00	98.79	790.32	330.00	2,640.00	376.19	3,009.52
11	3/4" Schedule 40 PVC for Customer Reconnections	1,200	L.F.	3.00	3,600.00	1.50	1,800.00	2.00	2,400.00	0.89	1,068.00	6.00	7,200.00	3.41	4,092.00
12	Temporary Erosion Control and Permanent Grassing	1	L.S.	750.00	750.00	2,000.00	2,000.00	6,400.00	6,400.00	1,144.25	1,144.25	5,500.00	5,500.00	2,939.11	2,939.11
13	Testing and Disinfection	1	L.S.	500.00	500.00	1,000.00	1,000.00	7,300.00	7,300.00	4,568.38	4,568.38	5,775.00	5,775.00	5,115.00	5,115.00
<b>TOTAL BID</b>					<b>\$31,450.00</b>		<b>\$34,690.00</b>		<b>\$38,055.00</b>		<b>\$42,660.66</b>		<b>\$44,632.00</b>		<b>\$56,429.82</b>

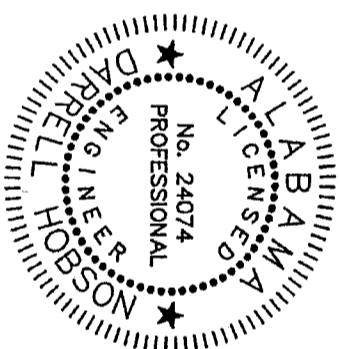
\* Corrected Bid

**CERTIFICATE**

I, Darrell A. Hobson, a Licensed Professional Engineer of the firm of McGiffert and Associates, LLC, hereby certify that, to the best of my knowledge, this is a true and correct Tabulation of Bids.

*[Signature]*

AL Reg. No. 24074



EX-8-1



## Black Warrior River Clean Water Partnership

*"To enhance, restore, and protect water resources and the aquatic ecosystem in the Black Warrior River Basin through basin-wide*

July 20, 2009

Tuscaloosa County Commission  
ATTN: Farrington Snipes  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Dear Mr. Snipes,

This letter is to request a waiver of landfill charges for the 2009 *Renew Our Rivers* Clean Up of Holt Lake to be held August 15th. The clean up is hosted by a coalition of local citizens and businesses, and supported by local companies, County, State and Federal agencies including the US Army Corps of Engineers. This effort is also supported by Alabama Power's *Renew Our Rivers* campaign, a national award-winning initiative. In previous cleanups, the Tuscaloosa County Commission has waived landfill charges. This donation has contributed importantly to the success of the program.

At the last Holt Lake Clean Up, 118 volunteers removed 2.48 tons of trash and debris. Due to the heavy rains this spring, we expect that the tonnage of heavy items to be removed (i.e. refrigerators, tires, propane tanks) will more than double.

If you have any questions or need additional information, please do not hesitate to call. Your time and consideration of this request is greatly appreciated.

Sincerely,

K. Johnston

Kellie Johnston  
Facilitator (205) 264-8461

**Steering Committee**

**Johnnie Johnston, Chairman**  
Wastewater Treatment  
Sewage Equipment Sales &  
Services

**Abner Patton - Co-Chair  
And Lower Sub-basin Chair**  
Patton Geologics, Inc.

**Robert Clifton -  
Middle Sub-Basin Chair**  
Geologist/Hydrologist

**Kevin Morse**  
Public Works  
Jefferson County-Barton Labs

**Robert Harbison**  
Alabama RC&D President

**Scott Hughes**  
ADEM  
Office of Education and Outreach

**John Grogan**  
Hydro Power/Utilities  
Alabama Power

**Ben Malone**  
USDA - NRCS  
Assistant State Conservationist  
Field Operations Central

**Charles Ball**  
Regional Planning Commission of  
Greater Birmingham

**Tim Parker III**  
Parker Towing, Inc.

**Position Open**  
Recreation

**Tim Scott**  
Cullman Soil & Water  
Conservation District

**Sonny Richardson**  
Alabama Homebuilders Assoc.

**Keith Dollar**  
Westervelt Environmental  
Services

**Dwight Hicks**  
Drummond Coal Company

**Position Open**  
Wildlife

**Position Open**  
Volunteer Water Monitoring

**Kellie Johnston**  
Clean Water Partnership  
Facilitator  
[www.warriorcwp.org](http://www.warriorcwp.org)



**RENEW OUR RIVERS HOLT LAKE CLEANUP  
AUGUST 15, 2009**



**US Army Corps  
of Engineers**  
Mobile District



On August 15th, bring your boat and enthusiasm and join us for the 5<sup>th</sup> Annual *Holt Lake Clean Up* hosted by the Black Warrior Clean Water Partnership. Registration begins at 8am at Rocky Branch Park in Peterson (just off of Alabama Highway 216). Volunteers will clean up sloughs and the shoreline of litter and debris from Holt Lake with a hot dog lunch provided at 12pm. Some equipment will be provided. However, boats and related equipment useful for the clean up would be greatly appreciated.

Holt Lake, part of the Black Warrior River System, provides valuable water resources and helps ensure a safe, beautiful, recreational environment for the surrounding communities. The Holt Lake Clean Up will utilize the efforts of Alabama Power Company's *Renew Our Rivers* program, the U.S. Army Corps of Engineers, and many local agencies, community groups and businesses for the cleanup day.

**Please note:** Rocky Branch Park is a family friendly and alcohol free facility.

**THANKS TO OUR PARTNERS:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ Alabama Power Company</li> <li>▪ US Army Corps of Engineers</li> <li>▪ Black Warrior Clean Water Partnership</li> <li>▪ FOX 6</li> <li>▪ Pirates of the Warrior</li> <li>▪ Hide-A-Way Harbor</li> <li>▪ Patton Geologics</li> <li>▪ Tuscaloosa County Commission</li> <li>▪ Rumsey Environmental</li> <li>▪ Aquafina</li> <li>▪ Tuscaloosa County Soil &amp; Water Conservation District</li> <li>▪ Tombigbee Resource Conservation &amp; Development Council</li> </ul> | <ul style="list-style-type: none"> <li>▪ US Geological Survey</li> <li>▪ Geological Survey of Alabama</li> <li>▪ Bud's Best Cookies</li> <li>▪ Zeigler Meats</li> <li>▪ Coca-Cola</li> <li>▪ Milo's</li> <li>▪ Hardin's Bakery</li> <li>▪ Brookwood Fire &amp; Rescue</li> <li>▪ Newk's Café'</li> <li>▪ McDonalds</li> <li>▪ Golden Flake</li> </ul> |
|---|---|

<b>CONTACT INFORMATION</b>	
Kellie Johnston Black Warrior Clean Water Partnership (205) 264-8461 Email: warriorcwp@hotmail.com	Mark Meador US Army Corps of Engineers (205) 553-9373 Email: mark.l.meador@sam.usace.army.mil

MONTH OF: JULY, 2009

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND	275-606	\$6,834,843.90
SPECIAL SALES TAX	17	\$2,000,000.00
112 ROAD & BRIDGE	7514-7721	\$3,291,661.34
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX	292	\$900,000.00
120 REAPPRAISAL	1239-1257	\$308,085.10
160 COMMUNITY DEVELOP	1526-1530	\$415,324.37
710 PAYROLL-CHECKS	90616-90680	\$1,594,626.73
	47848-48094	\$214,179.60
	18269-19567	\$1,416,851.92
720 EXCESS LAND SALES		
750 PISTOL PERMIT	3385-3405	\$127,157.45
761 DA WORTHLESS CK	2549-2569	\$39,616.27
780 E911	4199-4213	\$841,928.28
781 GAS TAX BONDING		
783 WORKMEN'S COMP	5110, 161	\$259,512.21
784 TAX COLL SPECIAL	267-268	\$778.58
785 TAX ASSR SPECIAL	1629-1631	\$613.05
786 MFG HOMES		
787 MOTOR VEH TRAINING		
		<hr/>
		\$18,245,178.80

CHECKED BY: W.M. Lamb

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM W. Hardy McCollum

COMMISSIONER, DON WALLACE Don Wallace

COMMISSIONER, GARY YOUNGBLOOD Gary Youngblood

COMMISSIONER, BOBBY MILLER Bobby Miller

COMMISSIONER, REGINALD MURRAY Reginald Murray

This Instrument Prepared By:

Robert M. Spence, Esq.  
STAGGS & SPENCE, LLC  
1788 McFarland Blvd., N.  
Suite B  
Tuscaloosa, AL 35406

SOURCE OF TITLE:

Plat Book: 2  
Page: 43

**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 portion of a public street located in Tuscaloosa County, Alabama generally known as "**Boyd Avenue**" and more particularly described below.

**WHEREAS**, a duly advertised and noticed public hearing to address the proposed vacation of a portion of Boyd Avenue, a public street in Tuscaloosa County, was held on June 3, 2009.

**WHEREAS**, it appears to the Tuscaloosa County Commission that the vacation of a portion 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 a portion of Boyd Avenue 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:

**A PORTION OF BOYD AVENUE RIGHT-OF-WAY**

A strip of land, being located in Section 12, Township 21 South, Range 9 West, in Tuscaloosa County, Alabama, said strip being the prescribed right-of-way of an unopened portion of Boyd Avenue, and being more particularly described as follows:

**BEGIN** at a calculated point at the northeast corner of Lot 9, Block 1, of the Town

of Peterson as recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 2, at Page 43, said point also lying on the south right-of-way of Boyd Avenue; thence run southwestwardly and along the north line of said Lot 9, also being the south right-of-way of Boyd Avenue, for a distance of 69.13 feet to a ½ inch capped rebar set; thence with an interior angle left of 90 degrees, 00 minutes, 00 seconds, run northwestwardly 60.15 feet to a ½ inch capped rebar found (CFM Group) said point lying on the north right-of-way of said Boyd Avenue; thence with an interior angle left of 89 degrees, 54 minutes, 11 seconds, run northeastwardly and along said north right-of-way 89.13 feet to a ½ inch capped rebar set; thence with an interior angle left of 90 degrees, 05 minutes, 49 seconds, run southeastwardly 60 feet to a ½ inch capped rebar set on the south right-of-way of said Boyd Avenue; thence with an interior angle left of 90 degrees, 00 minutes, 00 seconds, run southwestwardly and along said south right-of-way 19.95 feet to the Point of Beginning, thus making a closing interior angle left of 180 degrees, 00 minutes, 00 seconds.

Said parcel containing 0.1229 acres, more or less.

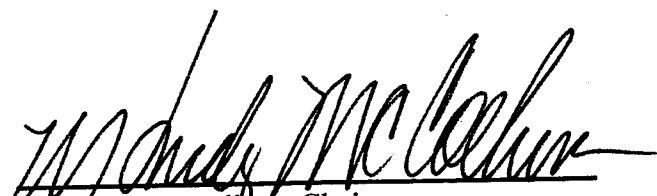
**BE IT FURTHER RESOLVED** that it appears that there exist no owner(s) of lots or parcels of land that will be cut off from access to their respective parcel or lot by this vacation.

**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 Administrator of Tuscaloosa County, the officer in charge of the records of said County, in the Probate Court of Tuscaloosa County, Alabama.

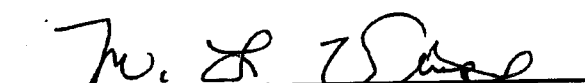
**BE IT FURTHER RESOLVED** that the Chairman of the County Commission be, and hereby is, authorized to publish notice of the adoption of this resolution once in a newspaper in Tuscaloosa County within the next fourteen (14) days.

**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 12<sup>th</sup> day of August, 2009.

  
W. Hardy McColgan, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator

Logista

The Tuscaloosa county commission is requesting pricing for purchase of up to 24 HP ProCurve switches of various configurations. Pricing should be firm for at least six months and consistent regardless of quantity. Shipping should be included in pricing and not shown as a line item. Acceptable HP ProCurve product:

HP ProCurve Switch 2610-48 (J9088A) \$ 588.90

HP ProCurve Switch 2610-24 (J9085A) \$ 343.30

HP ProCurve Switch 2610-24-PWR (J9087A) \$ 861.80

HP ProCurve Switch 2610-48-PWR (J9089A) \$ 1473.00

Requires HP part number (J8169A) for full PoE to 48 ports ~~1571.40~~

HP ProCurve Switch 2610-24/12PWR (J9086A) \$ 528.90

(24 ports, 12 ports PoE)

HP ProCurve Switch 3500yl-24G-PWR Intelligent Edge (J8692A) \$ 2182.70

HP ProCurve Switch 3500yl-48G-PWR Intelligent Edge (J8693A) \$ 3929.30

HP ProCurve 3500-24 Switch (J9470A) \$ 1336.70

HP ProCurve 3500-24-PoE Switch (J9471A) \$ 1562.20

HP ProCurve 3500-48 Switch (J9472A) \$ 2237.30

HP ProCurve 3500-48-PoE Switch (J9473A) \$ 2892.30

# Logista

## Accessories for 2610:

HP ProCurve 100-FX SFP-LC Transceiver (J9054B) \$ 141.30  
HP ProCurve 100-BX-D SFP-LC Transceiver (J9099B) \$ 250.50  
HP ProCurve 100-BX-U SFP-LC Transceiver (J9100B) \$ 250.50  
HP ProCurve Gigabit-SX-LC Mini-GBIC (J4858C) \$ 228.70  
HP ProCurve Gigabit-LX-LC Mini-GBIC (J4859C) \$ 490.70  
HP ProCurve Gigabit-LH-LC Mini-GBIC (J4860C) \$ 310.60  
HP ProCurve Gigabit 1000Base-T Mini-GBIC (J8177C) \$ 157.70  
HP ProCurve 1000-BX-D SFP-LC Mini-GBIC (J9142B) \$ 671.30  
HP ProCurve 1000-BX-U SFP-LC Mini-GBIC (J9143B) \$ 671.30  
HP ProCurve 610 External Power Supply (J8169A) \$ 1571.40

## Accessories for 3500:

Premium License for Switch 3500 Series (J8993A) \$ 1091.00  
HP ProCurve 620 Redundant/External Power Supply (J8696A) \$ [REDACTED] <sup>(2YR)</sup> \$ 1527.20 <sup>(2YR)</sup>  
HP ProCurve 100-FX SFP-LC Transceiver (J9054B) \$ 141.30  
NEW HP ProCurve 100-BX-D SFP-LC Transceiver (J9099B) \$ 250.50  
NEW HP ProCurve 100-BX-U SFP-LC Transceiver (J9100B) \$ 250.50  
HP ProCurve Gigabit-SX-LC Mini-GBIC (J4858C) \$ 228.70  
HP ProCurve Gigabit-LX-LC Mini-GBIC (J4859C) \$ 490.70  
HP ProCurve Gigabit-LH-LC Mini-GBIC (J4860C) \$ 310.60  
NEW HP ProCurve 1000-BX-D SFP-LC Mini-GBIC (J9142B) \$ 671.30  
NEW HP ProCurve 1000-BX-U SFP-LC Mini-GBIC (J9143B) \$ 671.30  
HP ProCurve 10-GbE X2-SC SR Optic (J8436A) \$ 1036.90

Logista

NEW HP ProCurve 10-GbE X2-SC LRM Optic (J9144A) \$ 1364.00  
HP ProCurve 10-GbE X2-SC LR Optic (J8437A) \$ 2152.00  
HP ProCurve 10-GbE X2-SC ER Optic (J8438A) \$ 6003.40  
HP ProCurve 10-GbE X2-CX4 Transceiver (J8440B) \$ 599.80  
HP ProCurve 10-GbE CX4 Media Converter (J8439A) \$ 599.80  
HP ProCurve Switch yl 10-GbE 2-Port CX4 + 2-Port X2 Module (J8694A) \$ 2128.10

IT OUTLET, INC

The Tuscaloosa county commission is requesting pricing for purchase of up to 24 HP ProCurve switches of various configurations. Pricing should be firm for at least six months and consistent regardless of quantity. Shipping should be included in pricing and not shown as a line item. Acceptable HP ProCurve product:

HP ProCurve Switch 2610-48 (J9088A) \$ 695.00

HP ProCurve Switch 2610-24 (J9085A) \$ 375.00

HP ProCurve Switch 2610-24-PWR (J9087A) \$ 995.00

HP ProCurve Switch 2610-48-PWR (J9089A) \$ 1750.00

Requires HP part number (J8169A) for full PoE to 48 ports

HP ProCurve Switch 2610-24/12PWR (J9086A) \$ 650.00

(24 ports, 12 ports PoE)

HP ProCurve Switch 3500yl-24G-PWR Intelligent Edge (J8692A) \$ 2495.00

HP ProCurve Switch 3500yl-48G-PWR Intelligent Edge (J8693A) \$ 4495.00

HP ProCurve 3500-24 Switch (J9470A) \$ 1750.00

HP ProCurve 3500-24-PoE Switch (J9471A) \$ 2250.00

HP ProCurve 3500-48 Switch (J9472A) \$ 2950.00

HP ProCurve 3500-48-PoE Switch (J9473A) \$ 3850.00



# IT OUTLET, INC

## Accessories for 2610:

HP ProCurve 100-FX SFP-LC Transceiver (J9054B) \$ 169.<sup>00</sup>  
HP ProCurve 100-BX-D SFP-LC Transceiver (J9099B) \$ N/A  
HP ProCurve 100-BX-U SFP-LC Transceiver (J9100B) \$ N/A  
HP ProCurve Gigabit-SX-LC Mini-GBIC (J4858C) \$ 250.<sup>00</sup> or 75.<sup>00</sup> (compatibles)  
HP ProCurve Gigabit-LX-LC Mini-GBIC (J4859C) \$ 550.<sup>00</sup> or 125.<sup>00</sup> (compatibles)  
HP ProCurve Gigabit-LH-LC Mini-GBIC (J4860C) \$ 550.<sup>00</sup> (compatibles)  
HP ProCurve Gigabit 1000Base-T Mini-GBIC (J8177C) \$ 150 (compatibles)  
HP ProCurve 1000-BX-D SFP-LC Mini-GBIC (J9142B) \$ 950.<sup>00</sup>  
HP ProCurve 1000-BX-U SFP-LC Mini-GBIC (J9143B) \$ 925.<sup>00</sup>  
HP ProCurve 610 External Power Supply (J8169A) \$ 1750.<sup>00</sup>

## Accessories for 3500:

Premium License for Switch 3500 Series (J8993A) \$ 1475.<sup>00</sup>  
HP ProCurve 620 Redundant/External Power Supply (J8696A) \$ 1850.<sup>00</sup>  
HP ProCurve 100-FX SFP-LC Transceiver (J9054B) \$ 169.<sup>00</sup>  
NEW HP ProCurve 100-BX-D SFP-LC Transceiver (J9099B) \$ N/A  
NEW HP ProCurve 100-BX-U SFP-LC Transceiver (J9100B) \$ N/A  
HP ProCurve Gigabit-SX-LC Mini-GBIC (J4858C) \$ see above  
HP ProCurve Gigabit-LX-LC Mini-GBIC (J4859C) \$ ||  
HP ProCurve Gigabit-LH-LC Mini-GBIC (J4860C) \$ ||  
NEW HP ProCurve 1000-BX-D SFP-LC Mini-GBIC (J9142B) \$ ||  
NEW HP ProCurve 1000-BX-U SFP-LC Mini-GBIC (J9143B) \$ ||  
HP ProCurve 10-GbE X2-SC SR Optic (J8436A) \$ 1995.<sup>00</sup>

IT OUTLET, INC

- NEW HP ProCurve 10-GbE X2-SC LRM Optic (J9144A) \$ 1695.<sup>00</sup>
- HP ProCurve 10-GbE X2-SC LR Optic (J8437A) \$ 2495.<sup>00</sup> or 1495.<sup>00</sup> (compatibles)
- HP ProCurve 10-GbE X2-SC ER Optic (J8438A) \$ 3495.<sup>00</sup> (compatibles)
- HP ProCurve 10-GbE X2-CX4 Transceiver (J8440B) \$ 750.<sup>00</sup> or 375.<sup>00</sup> (compatibles)
- HP ProCurve 10-GbE CX4 Media Converter (J8439A) \$ 675.<sup>00</sup>
- HP ProCurve Switch y1 10-GbE 2-Port CX4 + 2-Port X2 Module (J8694A) \$ 2495.<sup>00</sup>

The Tuscaloosa county commission is requesting pricing for purchase of up to 24 HP ProCurve switches of various configurations. Pricing should be firm for at least six months and consistent regardless of quantity. Shipping should be included in pricing and not shown as a line item. Acceptable HP ProCurve product:

HP ProCurve Switch 2610-48 (J9088A) \$ 623<sup>00</sup>

HP ProCurve Switch 2610-24 (J9085A) \$ 361<sup>00</sup>

HP ProCurve Switch 2610-24-PWR (J9087A) \$ 909<sup>00</sup>

HP ProCurve Switch 2610-48-PWR (J9089A) \$ 1,555<sup>00</sup>

Requires HP part number (J8169A) for full PoE to 48 ports

HP ProCurve Switch 2610-24/12PWR (J9086A) \$ 557<sup>00</sup>  
(24 ports, 12 ports PoE)

HP ProCurve Switch 3500yl-24G-PWR Intelligent Edge (J8692A) \$ 2,304<sup>00</sup>

HP ProCurve Switch 3500yl-48G-PWR Intelligent Edge (J8693A) \$ 4,147<sup>00</sup>

HP ProCurve 3500-24 Switch (J9470A) \$ 1,410<sup>00</sup>

HP ProCurve 3500-24-PoE Switch (J9471A) \$ 1,648<sup>00</sup>

HP ProCurve 3500-48 Switch (J9472A) \$ 2,361<sup>00</sup>

HP ProCurve 3500-48-PoE Switch (J9473A) \$ 3,053<sup>00</sup>

Dasher Tech

Accessories for 2610:

HP ProCurve 100-FX SFP-LC Transceiver (J9054B) \$ 148<sup>00</sup>  
HP ProCurve 100-BX-D SFP-LC Transceiver (J9099B) \$ 263<sup>00</sup>  
HP ProCurve 100-BX-U SFP-LC Transceiver (J9100B) \$ 263<sup>00</sup>  
HP ProCurve Gigabit-SX-LC Mini-GBIC (J4858C) \$ 241<sup>00</sup>  
HP ProCurve Gigabit-LX-LC Mini-GBIC (J4859C) \$ 518<sup>00</sup>  
HP ProCurve Gigabit-LH-LC Mini-GBIC (J4860C) \$ 3,294<sup>00</sup>  
HP ProCurve Gigabit 1000Base-T Mini-GBIC (J8177C) \$ 167<sup>00</sup>  
HP ProCurve 1000-BX-D SFP-LC Mini-GBIC (J9142B) \$ 708<sup>00</sup>  
HP ProCurve 1000-BX-U SFP-LC Mini-GBIC (J9143B) \$ 708<sup>00</sup>  
HP ProCurve 610 External Power Supply (J8169A) \$ 1,658<sup>00</sup>

Accessories for 3500:

Premium License for Switch 3500 Series (J8993A) \$ 1,189<sup>00</sup>  
HP ProCurve 620 Redundant/External Power Supply (J8696A) \$ 1,614<sup>00</sup>  
HP ProCurve 100-FX SFP-LC Transceiver (J9054B) \$ 148<sup>00</sup>  
NEW HP ProCurve 100-BX-D SFP-LC Transceiver (J9099B) \$ 289<sup>00</sup>  
NEW HP ProCurve 100-BX-U SFP-LC Transceiver (J9100B) \$ 263<sup>00</sup>  
HP ProCurve Gigabit-SX-LC Mini-GBIC (J4858C) \$ 240<sup>00</sup>  
HP ProCurve Gigabit-LX-LC Mini-GBIC (J4859C) \$ 518<sup>00</sup>  
HP ProCurve Gigabit-LH-LC Mini-GBIC (J4860C) \$ 3,380<sup>00</sup>  
NEW HP ProCurve 1000-BX-D SFP-LC Mini-GBIC (J9142B) \$ 725<sup>00</sup>  
NEW HP ProCurve 1000-BX-U SFP-LC Mini-GBIC (J9143B) \$ 725<sup>00</sup>  
HP ProCurve 10-GbE X2-SC SR Optic (J8436A) \$ 1,725<sup>00</sup>

Dasher Teal

NEW HP ProCurve 10-GbE X2-SC LRM Optic (J9144A) \$ 1,486<sup>00</sup>  
HP ProCurve 10-GbE X2-SC LR Optic (J8437A) \$ 2,389<sup>00</sup>  
HP ProCurve 10-GbE X2-SC ER Optic (J8438A) \$ 6,547<sup>00</sup>  
HP ProCurve 10-GbE X2-CX4 Transceiver (J8440B) \$ 640<sup>00</sup>  
HP ProCurve 10-GbE CX4 Media Converter (J8439A) \$ 640<sup>00</sup>  
HP ProCurve Switch y| 10-GbE 2-Port CX4 + 2-Port X2 Module (J8694A) \$ 2,320<sup>00</sup>

DasherTech

STATE OF ALABAMA

REVISED JANUARY 2000

COUNTY OF TUSCALOOSA

PERMIT NO. \_\_\_\_\_

PERMIT AGREEMENT FOR THE ACCOMMODATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2009 between the COUNTY OF TUSCALOOSA, the STATE OF ALABAMA, Hereinafter referred to as "Grantor:

and Town of Brookwood doing business at 15689 Hwy 216 Brookwood, AL 35444 hereinafter referred to as Grantee".

1. RIGHT OF WAY: In consideration of the sum of \$2.00 per linear foot, Grantor hereby grants, permits and conveys to Grantee a permit for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing approximately 8,557 L.F. 4" dia PVC CL 200 sewer force main, 40 L.F. 12" dia steel casing pipe (0.25" thick) (bore and jack method), three (3) sewage air/vacuum relief assemblies, and miscellaneous ductile iron bends and fittings

*Com. APPROVED*

\_\_\_\_\_, at a location and on a route to be selected by the Grantor, on, in, over and through the following described land in Tuscaloosa County, Alabama; generally along County roads as follows:

The force main will begin at Mary's Travel Center in the Western ALDOT R.O.W. boundary of County Rd. 59 and continue Northerly into the County R.O.W. (where R.O.W. decreases from 150' to 80'). Then continue in the County's R.O.W. along County Rd. 59 to George Newell Road where the force main will cross County Rd. 59 into the East R.O.W. boundary of George Newell Road and continue Northerly to the Brookwood Town Limits at Brookwood Parkway

\_\_\_\_\_, all being in Tuscaloosa County, Alabama, more particularly described on the attached map, which said map is on file in the County Engineer's Office, said route to be determined finally by the Grantor herein. At such time as Grantee has decided the final route of said utility, the County Engineer will calculate the total footage of same, and Grantee will pay the cost of same based on such calculation before construction begins thereon. Such road rights-of ways are sometimes referred to herein as the premises.

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

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

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

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

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

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

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

9. **APPURTENANT FACILITIES:** Grantee agrees that no drips or valves shall be placed on any utility passing through the premises unless same are recessed and have previously been approved by Grantor. Grantee shall further have right to locate any surface installation on any part of the utility premises, or to fence the whole or any part thereof.

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

11. **RELOCATION OF UTILITY ON REQUEST OF GRANTOR:** Whenever, in the reasonable opinion of Grantor, the utility interferes with the Grantor's use of or operations on the premises, Grantee shall, at its own expense and risk, with thirty (30) days after written request therefore by Grantor, lower or relocate and reconstruct such utility to the depth or along the route specified by Grantor in such request. Grantee shall thereafter restore the premises as nearly as possible to the state and conditions they were in prior to such lowering or relocation and reconstruction.

12. **GRANTOR'S USE OF PREMISES:** Grantor reserves the right to place along, across and over the utility permit as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, drainage structures, and other utilities as Grantor may desire. Grantor reserves the right to fence the whole or any part of the boundaries of the premises and the right to build fences crossing same. Grantor shall have the right to full use and enjoyment of the premises, except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house or building on or over a ny utility constructed pursuant to the permit.

13. **BURIAL OF UTILITIES:** Grantee agrees to bury all utilities to a depth that is in accordance with the current specifications established by the Alabama Highway Department Utility Manual. Grantee further agrees to bury all utilities at a depth sufficient to place said utility beneath all cross drainage now existing along said permit route. The Grantee herein further agrees that Grantor has the right to specify how and where said utility will cross any and all and all creeks along the proposed route. Grantee agrees to bury all utilities constructed on the premises at a sufficient depth so the utilities will not interfere with the cultivation or drainage of the premises. As previously stated, the minimum depth for such utilities shall be in accordance with the current specifications established by the Alabama Highway Department Utility Manual.

14. **RESTORATION OF SURFACE:** After the installation of any utility, and after the abandonment or expiration of this grant for any cause, grantee shall remove all pipe and other property placed on the premises by or for Grantee, fill and level all ditches, ruts, debris and depressions caused by construction or removal operations, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surface of the premises as near to its original condition as may be possible, all within a reasonable time after the installation of such utility or the abandonment or expiration of this permit. If Grantee fails to do so, Grantor may do so at the Grantee's risk and expense, and Grantee agrees to reimburse Grantor for t he costs of such removal and restoration operations.



15. **LIABILITY OF GRANTEE AND INDEMNITY:** Grantee shall be fully liable for all injuries to persons or damage to property resulting from the construction, maintenance, or operation of its utility pursuant to this permit. Grantee further agrees to pay Grantor for all damages suffered by Grantor as a result of the exercise by Grantee of the rights granted herein. To this end, Grantee agrees to indemnify Grantor against all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the laying, maintenance, renewal, repair, use, or existence of any utility constructed pursuant to this permit, including the breaking of such utility or the leaking of any substance therefrom. Grantee further agrees that it will indemnify Grantor against all liability and against all losses or damage to persons or property resulting from or in any manner connected with or arising from the laying, maintenance, operation, or presence of its utility or the contents thereof on the premises, or the removal of such utility therefrom. Grantee, or its Contractor conducting the work on the subject utility, further agrees to post a County-wide construction bond in the amount of \$25,000.00 to indemnify Grantor for any damages or expenses incurred by Grantor arising out of the construction of said utility.

16. **TERMINATION:** The rights and privileges granted herein shall at the option of Grantor terminate if at any time Grantee fails to maintain and operate any utility on the premises for a period of more than 24 consecutive months. On the termination of the rights granted herein, Grantee shall execute and deliver to Grantor, within twenty (20) days after service of a written demand therefore, a good and sufficient release to all rights hereby granted. Should Grantee fail or refuse to deliver such release to Grantor, a written notice by Grantor reciting the failure or refusal of Grantee to execute and delivery such release, shall after ten (10) days from the date of such notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of this grant

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

18. **ATTORNEYS' FEES AND COSTS:** Should Grantee breach this agreement in any way and Grantor is caused to employ attorneys to protect its rights herein, Grantee agrees to pay for any costs incurred by Grantor including reasonable attorneys' fees.

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

GRANTEE

Town of Brookwood

By: Alton Hyche

Honorable Alton Hyche

TUSCALOOSA COUNTY, ALABAMA

By: Bobby C. Hagler ADS

Bobby C. Hagler  
County Engineer

NOTE: Approved by Commission  
August 12, 2009



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

August 4, 2009

2008 12th Street  
Tuscaloosa, AL 35401

Bobby C. Hagler, County Engineer  
Tuscaloosa County Public Works Department  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

phone: 205.349.2100  
fax: 205.349.2107  
web: www.almonassociates.com

ATTN: James Fuller

Re: County Road Permit  
Sewer Service to Mary's Travel Center, Town of Brookwood

Dear Mr. Hagler:

On behalf of the Town of Brookwood, a Tuscaloosa County Permit Application for the portions of the force main to Mary's Travel Center located within the County rights-of-way on County Road 59 and George Newell Road was previously submitted on July 10, 2009. Based on the previously submitted information, the County commented that the force main needed to be located in the back five (5) feet of the right-of-way. At all possible locations, the force main alignment has been revised to offset the proposed force main five (5) feet from the County's right-of-way. However, there are a few locations where this offset is not feasible due to the following:

1. **Steep Embankment:** There is a steep embankment on portions of County Road 59 and George Newell Road. In places, there are gas lines and power poles located on top of the embankment and a fiber optic line located at the toe of the slope. Due to slope stabilization issues during construction and force main stability, it is not recommended that the line be installed in the slopes of these embankments. The distance between the force main and the edge of pavement has been maximized as much as possible.
2. **Prescriptive Right-of-way:** Portions of George Newell Road have prescriptive right-of-way. In these areas the County was unable to acquire right-of-way from these adjacent property owners. As such, the Town of Brookwood is requesting permission to install the force main in edge of the roadway at a location similar to the water line location on the opposite side of the roadway.
3. **Creek Crossing:** George Newell Road crosses a tributary to Hurricane Creek with concrete box culverts. The Town of Brookwood has reviewed the option of boring the force main under the creek. Based on construction estimates, the bore across the creek could cost up to \$200,000. In addition, temporary construction easement will be required to stockpile spoil material. Due to high costs and space restraints, the Town of Brookwood is requesting permission to install the force main in the four (4) feet span between the edge of pavement and the guardrail. The force main will be located a minimum of 12 inches above the top of the culvert and 36 inches below existing grade. This installation will be similar to the water line location on the opposite side of the roadway.

CIVIL ENGINEERING  
ENVIRONMENTAL  
STRUCTURAL DESIGN  
SURVEYING & MAPPING  
TRANSPORTATION  
WATER RESOURCES

received  
8-5-09

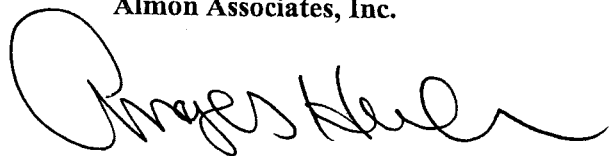
EX 8-12

One behalf of the Town of Brookwood, enclosed is the following:

- Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-way (2 copies)
- Construction Plans (2 copies each) including:
  - a. Title Sheet
  - b. Drawing IS: Index Sheet with Vicinity Map
  - c. Drawing P-1: Plan and Profile of force main beginning (not in County ROW)
  - d. Drawing P-2 to P-9: Plan and Profile of force main (within County ROW)
  - e. Drawing D-1: Trench Construction Details
  - f. Drawing D-2: Standard Details
  - g. Drawing D-3: Erosion Control Details

Pending permit approval, advertisement is tentatively scheduled for August 19 and receipt of bids for September 1, 2009. If you have any questions or need additional information, please give our office a call.

Sincerely;  
**Almon Associates, Inc.**



Angela L. Henline, P.E.

Cc: File 08-134.40  
Honorable Alton Hyche, Brookwood