

TUSCALOOSA COUNTY COMMISSION

MEETING

September 2, 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 Reginald Murray, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for engineering services on the following projects:

Patriot Parkway Extension Project \$12,240.25  
Old Jasper Road Bridge Replacement Project \$11,950.00  
Brookwood Parkway Extension Project \$597.00

Exhibit 9-1, Page

Commissioner Reginald Murray, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize execution of an agreement between Diversified Computer Services and Tuscaloosa County Public Works for the renewal of a subscription to the County Information Management System, which

provides a job-cost accounting system for a fee of \$475.00 a month.

Exhibit 9-2, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution for Project No. TCP 63-01-08 consisting of the safety improvements for the Romulus Road.

Exhibit 9-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to accept the lowest bid meeting specifications for reinforcing steel piling and refer to the Engineering Department for appropriate action. The bidding firms were as follows:

Skyline Steel, LLC  
L. B. Foster Company

Exhibit 9-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to accept the lowest bid meeting specifications for reinforcing steel rebar and refer to the Engineering Department for appropriate action. The bidding firms were as follows:

Gerdau Ameristeel  
O'Ferrell Rebar, Inc.

Exhibit 9-5, Page

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to accept the lowest bid meeting specifications for a chip spreader

and refer to the Engineering Department for appropriate action.  
The bidding firms were as follows:

Joe Money Machinery  
Cowin Equipment Co., Inc.

Exhibit 9-6, Page

Bids were opened for the Dudley Road Full Depth Reclamation Project and referred to the Engineering Department for appropriate action. The bidding firms were as follows:

RaCON, Inc.  
Blount Construction Company

Exhibit 9-7, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for the Lake Darlene Road Construction Project to Trout Construction, the lowest bidder meeting specifications and requirements.

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 execution of an agreement with the Alabama Department of Transportation.

Commissioner Don Wallace moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the execution of an agreement with the Alabama Department of Transportation for construction of a turn lane at the intersection of Martin Road and Highway 69 North.

Exhibit 9-8, Page

Probate Judge W. Hardy McCollum presented a 25 year service pin to Sergeant Ben Tingle of the Sheriff's Department and thanked him for his dedicated service to Tuscaloosa County.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the construction bid for Propst Road/Mitchell Water System, Inc., water project on a 50/50 cost participation basis to low bidder, Indian Creek Excavating, LLC. (County share is \$24,625.00)

Exhibit 9-9, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution granting consent for petitioners Ted Northington, Jerry Pike, and Kenneth Junkin of Eagles' Wings, Inc., to form a Governmental Utilities Services Corporation for Western Tuscaloosa County.

Exhibit 9-10, Page

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve a utility audit by Ingenuity for Tuscaloosa County, which will involve the audit of telecommunication and power expenses to help identify opportunities for savings for Tuscaloosa County.

Exhibit 9-11, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution approving the transfer of the Worthless Check Unit accounts currently maintained by the Tuscaloosa County Commission to the District Attorney.

Exhibit 9-12, Page

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve bid advertisement for the Culver Road Sanitary Sewer Project.

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the bid for HP ProCurve Switches to Logista as the lowest bid meeting specifications. The bids were opened 8-12-09.

Commissioner Don Wallace submitted the following petitions:

Request to remove speed table at 5106 Pinedale Drive  
Request for a speed table on Cedarwood Avenue  
Request for a speed breaker on View Point Road  
Request for a speed table on Graceland Road

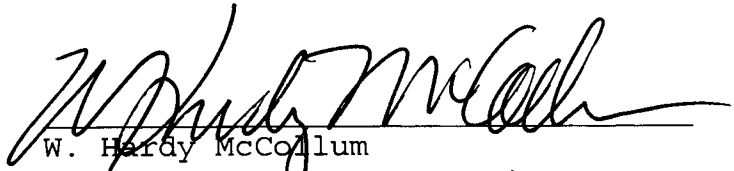
Exhibit 9-13, Page

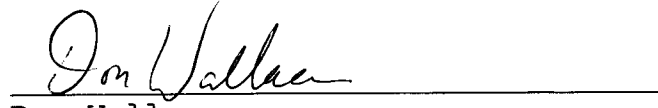
Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to post a speed limit of 25 MPH at the following locations:


Cottonwood Park Subdivision  
Bucks Loop  
Bucks Lane  
Ridgewood Drive

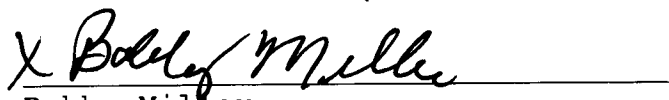
Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize posting of Ridgewood Drive "NO TRUCKS" from Old Tuscaloosa Highway to Diesel Drive.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 16, 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

July 31, 2009

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

Re: Patriot Parkway Extension  
Invoice #17  
BKI Job No. 3196

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

PAYMENT REQUEST NO. 17

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	\$ -
SURVEY	\$ 40,315.00	22%	\$ 8,900.00	\$ -
GEOTECHNICAL	\$ 42,350.00	63%	\$ 27,038.55	\$ 12,240.25
<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%	\$ -	\$ -

TOTAL \$103,434.55 \$ 12,240.25

TOTALS: \$309,538.55

LESS PREVIOUSLY INVOICED: (297,298.30)

BKI Invoice: 46777  
jc

AMOUNT DUE THIS INVOICE: \$ 12,240.25

received  
8-25-09

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

ASSOCIATE  
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

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O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

July 31, 2009

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

RE: Old Jasper Road Bridge  
Invoice #1  
BKI Job No. 3338

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

**PAYMENT REQUEST NO. 1**

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$46,200.00	9%	\$ 4,250.00	\$ 4,250.00
SURVEY SERVICES	\$7,700.00	100%	\$ 7,700.00	\$ 7,700.00
GEOTECHNICAL SERVICES	\$ 20,750.00	0%	\$ -	\$ -
			<u>\$ 11,950.00</u>	<u>\$ 11,950.00</u>

PREVIOUSLY INVOICED: \$ -  
AMOUNT DUE: \$ 11,950.00

BKI INVOICE: 46807

received  
8-25-09



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

ASSOCIATE  
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

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VICE PRESIDENT  
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

July 31, 2009

Mr. Farrington Snipes, Director  
Community Planning and Development  
Tuscaloosa County  
2501 7th Street, Suite 300  
Tuscaloosa, Alabama 35401

Re: Brookwood Parkway Extension  
Project  
Invoice #13  
BKI Job No. 3210-01

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

PAYMENT REQUEST NO. 13

MAX FEE \$ 1,403,177.00

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
<b>Brookwood Parkway Design Phase:</b>				
Survey Services	\$ 99,026.00	100%	\$ 99,022.10	\$ -
Geotechnical Services	\$ 171,600.00	100%	\$ 171,600.00	\$ -
Location Study	\$ 20,000.00	100%	\$ 20,000.00	\$ -
Design Services	\$ 256,805.00	95%	\$ 244,153.45	\$ 597.00
Resident Inspection & Testing Services	\$ 280,000.00	0%	\$ -	\$ -
Construction Survey Services	\$ 43,450.00	0%	\$ -	\$ -
<b>Access Road Design Phase:</b>				
Survey Services	\$ 61,056.00	40%	\$ 24,422.20	\$ -
Geotechnical Services	\$ 124,300.00	0%	\$ -	\$ -
Design Services	\$ 148,000.00	30%	\$ 44,400.00	\$ -
Resident Inspection and Testing Services	\$ 185,440.00	0%	\$ -	\$ -
Construction Survey Services	\$ 13,500.00	0%	\$ -	\$ -
<b>1500 Ft Extention:</b>				
Design Services	\$ 30,000.00	95%	\$ 28,500.00	\$ -
Survey Services	\$ 10,450.00	96%	\$ 10,067.75	\$ -
Geotechnical Services	\$ 9,350.00	100%	\$ 9,350.00	\$ -
Construction Inspection	\$ 28,328.00	0%	\$ -	\$ -
<b>TOTALS:</b>			\$ 651,515.50	\$ 597.00
<b>LESS PREVIOUSLY INVOICED:</b>			(650,918.50)	
<b>AMOUNT DUE THIS INVOICE:</b>			\$	\$ 597.00

BKI Invoice: 46778  
JC

received  
8-28-09

**DIVERSIFIED COMPUTER SERVICES, L.L.C.**  
**SOFTWARE LICENSE AGREEMENT**  
(Subscription License)

THIS AGREEMENT is entered into as of October 1, 2009 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 6013 E. Shirley Lane, Suite E, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, [dfloyd@dcs-dcs.com](mailto:dfloyd@dcs-dcs.com) ("DCS"), and Tuscaloosa County Public Works, a governmental entity with its principal office located at 2810 35<sup>th</sup> Street, Tuscaloosa, Alabama 35401, Telephone: (205) 345-6600, Facsimile: (205) 345-6600, Contact: Bobby Hagler, County Engineer ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Licensed Software." Computer program(s) specified on the Confidential Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.

1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Confidential Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.

1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Confidential Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed

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4. **License and Technical Support Fees for Subscription Licenses.** License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Confidential Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

5. **Purchase of Additional Licenses.** If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Confidential Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

6. **Technical Support Services.** DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.

7. **Optional Customization and Implementation Services.** DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.

8. **Unwanted Code.** The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 8.

9. **Warranty Disclaimers.** EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE

FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.

10. **Proprietary Rights Warranty and Indemnification.** DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software; provided, however, if none of the foregoing is commercially reasonably available to DCS, including all copies and portions thereof. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 10, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

11. **Disclaimer of Incidental and Consequential Damages; Limitation of Liability.** IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

12. **Ownership.** Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.

13. **Confidentiality of Licensed Software.** Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.

14. **Injunctive Relief.** The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

15. **Subscription Term.** The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2010. This Agreement is subject to earlier termination as otherwise provided herein.

16. **Termination.**

16.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

16.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

16.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 16.3 shall survive the termination of this Agreement.

16.4 Upon termination of this Agreement for any reason by the Licensee, other than termination under Section 16.3, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of the term of this Agreement.

17. **Return of Materials.** Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

18. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to the Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

19. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

20. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

21. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

22. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

23. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

24. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, L.L.C.

By: Danny L. Floyd  
Danny L. Floyd

Date: 8-10-89

Title: Owner

Tuscaloosa County Public Works

By: \_\_\_\_\_  
Bobby Hagler

Date: \_\_\_\_\_

Title: County Engineer

**EXHIBIT A**  
**CONFIDENTIAL PRODUCT AND PRICE LIST**

1. Description of Licensed Software: County Information Management System, v. 3.0.
2. Authorized Copies: Unlimited
3. Authorized Modules:

Basic Modules	Landfill
Accidents Module	Management & Analysis
Administrative Modules	Problem Requests
Budget	Project Management
Document Management	Purchase Requisitions
Fuel Management	Road Inspection
Garage Workorders	Sign Management
Garbage Management	Warehouse Inventory
Job Cost	

4. License and Technical Support Fees for Subscription License: License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The fee for the subscription term is \$475/month. The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

5. Authorized Computers: Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.



**EXHIBIT B**  
**TECHNICAL SUPPORT TERMS**

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. **Support Hours For Telephone and Email.** DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. **Critical Problems.** For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. **Routine Support.** For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. **Exclusions.** DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rates for support.
5. **Support Contacts.** DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependant on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.

7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.

8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.

9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.

10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rates.

**EXHIBIT C**  
**CUSTOMIZATION AND IMPLEMENTATION TERMS**

These Customization and Implementation Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. **Definitions.** Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. **Customization and Implementation Services.** DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. **Fees for T&M Services.** Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be DCS's then current standard rates when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. **Services Warranty.** DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

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

County of Tuscaloosa

Project No.: TCP 63-01-08

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded project consisting of the safety improvements for Romulus Road included in the Tuscaloosa County Road System and being more particularly described as follows;

Traffic Stripe, Pavement Markers, Signs, and Leveling on Romulus Road

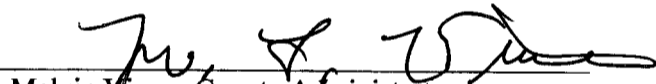
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;


NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 2<sup>nd</sup> day of September, 2009 by the Tuscaloosa County Commission.

  
W. Hardy McCollum, Chairman

  
Melvin Vines, County Administrator

  
Gary Youngblood, Commissioner District 2

  
Don Wallace, Commissioner District 1

  
Bobby Miller, Commissioner, District 3

  
Reginald Murray, Commissioner District 4

BID REMISSION SHEET

12 INCH STEEL PILING BID

BIDS TO BE OPENED SEPTEMBER 2, 2009 AT 9:00 AM

COMPANY: Skyline Steel LLC  
BY: Greg Cashio  
ADDRESS: 4908 Cahaba River Rd. Suite 200  
Birmingham, AL 35243  
PHONE: (205) 262-9909

BID PRICE: \$42<sup>00</sup> CWT 35 pcs. 12 X 53# X 40'

DELIVERY DATE: 9-5-09

**BID REMISSION SHEET**

**12 INCH STEEL PILING BID**

**BIDS TO BE OPENED SEPTEMBER 2, 2009 AT 9:00 AM**

COMPANY: L.B. Foster Company

BY: DAN WINTERS

ADDRESS: ~~16115~~ 1265 S. Seneca Blvd  
Suite 1225

PHONE: 407-679-4810

BID PRICE: \$ 44.00 CWT

DELIVERY DATE: HP 12x53, From Rolling DATE 10/11/09

\*

STEEL REINFORCING BID

BIDS TO BE OPENED SEPTEMBER 2, 2009 AT 9:00 a.m.

Company:

GERDAU AMERISTEEL

By:

ED BOONE

Address:

3500 27TH AVE. NORTH

BIRMINGHAM, AL. 35207

Phone:

(205) 716-2304

Bid Price: \$ 30.15 CWT

Delivery Date: TWO WEEKS AFTER RECEIVING

PURCHASE ORDER (TERMS NET 30)

File:/users/mike/bridge/bids2009/rebar all components

PRICE GOOD FOR 90 DAYS

EX 9-5

**STEEL REINFORCING BID**

**BIDS TO BE OPENED SEPTEMBER 2, 2009 AT 9:00 a.m.**

Company: O'Ferrell Rebar, Inc.

By: Adam C. O'Ferrell

Address: 6362 U.S. Hwy. 80 East

Hope Hull, AL. 36043

Phone: 334-288-1142

Bid Price: \$ 29.40 CWT

Delivery Date: Immediately

File:/users/mike/bridge/bids2009/rebar all components

EX 9-5





P.O. BOX 997  
4400 LEWISBURG RD.  
BIRMINGHAM, AL 35201-0997  
PHONE: 205/841-7000

P.O. BOX 1677  
DECATUR HIGHWAY  
HUNTSVILLE, AL 35807  
PHONE: 256/837-2411

P.O. BOX 1442  
180 WEST BOULEVARD  
MONTGOMERY, AL 36102  
PHONE: 334/265-8234

1125 CHEMSTRAND ROAD  
CANTONMENT, FL 32533  
PHONE: 850/937-2770

P.O. BOX 786  
4319 TANNER CHURCH RD.  
ELLENWOOD, GA 30049  
PHONE: 404/366-4415

September 1, 2009

Tuscaloosa County Commission  
P.O. Box 20113  
Tuscaloosa, AL 35402-0113

We are pleased to offer for your consideration the LeeBoy/Rosco model SPRH-H chip spreader to meet or exceed the specifications of your bid request for \$124,987.00. Delivery within 6 to 8 weeks with standard factory warranty of one year.

Extended warranty coverage as quoted in bid:

- A. Five years engine warranty will cover engine less electrics and disposable items. Warranty is provided by Cummins or Caterpillar and their servicing dealers. Warranty may be subject to a per claim deductible with no charge for travel time or mileage.
- B. Other drive train components include hydrostatic pump, motors, axles, planetary reduction, and hydrostatic braking components less wear items. This warranty is sponsored by Leeboy and administered by Joe Money Machinery with no charge for travel time or mileage.

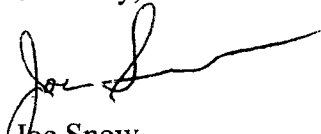
Other options you may wish to consider:

Bumper to bumper warranty, add .....	\$3,800.00
Front hopper walkway, add .....	1,850.00
Dual hopper agitators, add .....	1,900.00
Cat 173 HP engine in lieu of 200 HP Cummins, deduct .....	2,000.00

(Subject to prior sale, we can provide delivery before the end of September).

We appreciate this opportunity to quote your chip spreader equipment. Please call me at 205-368-8462 for any additional information you may need.

Sincerely,

  
Joe Snow  
Territory Manager

EX 9-6

**BID FOR SELF-PROPELLED CHIP SPREADER**

LEEBOY/ROSCO MODEL SPRH-H

Bid Item	Base Bid
\$124,987.00	
Base Bid	
Self-Propelled Chip Spreader	\$124,987.00

**Extended Warranty**

(Provide Specific Details)  
SEE LETTER

\$6,975.00

Name of Company: JOE MONEY MACHINERY CO ., INC.

Mailing Address: PO BOX 997, BIRMINGHAM, AL 35201

Telephone: 205-841-7000 / 800-292-3491

Name: JOE SNOW 

Title: TERRITORY MANAGER

Date: SEPTEMBER 1, 2009

Specify Delivery Date: SEE LETTER

**DELIVERY MAY BE A FACTOR IN AWARDING THE BID**

BID FOR SELF-PROPELLED CHIP SPREADER

Bid Item

Base Bid

E.D. ETNYRE SELF PROPELLED CHIP SPREADER

Base Bid

Self-Propelled Chip

Spreader FRONT WHEEL DRIVE

\$116,799<sup>00</sup>

WITH HYDROSTATIC FOUR WHEEL DRIVE;  
(REQUIRED TO MEET GRADEABILITY REQUIREMENTS  
TO TOW A 56,000 LB GVW LOADED DUMP TRUCK UP  
AT LEAST AN 18% GRADE PER BID SPECS.)

\$141,414<sup>00</sup>

Extended Warranty

(Provide Specific Details)

5 YEAR/6000 HOUR ENGINE WARRANTY ONLY:

\$1,444<sup>00</sup>

5 YEAR/5000 HOUR POWERTRAIN WARRANTY:

\$10,869<sup>00</sup>

Name of Company: COWIN EQUIPMENT CO, INC

Mailing Address: P.O. BOX 10624 BIRMINGHAM, AL 35202

Telephone: 800-549-7966

Name: John INGRAM

Title: MGR, INSIDE SALES

Date: 8/28/09

Specify Delivery Date: 60 DAYS AFTER RECEIPT OF ORDER

DELIVERY MAY BE A FACTOR IN AWARDING THE BID

- ENGINE WARRANTY IS SUBJECT TO \$200<sup>00</sup> DEDUCTIBLE
- 240 HP TIER III DIESEL ENGINE
- 24" WIDE BELTS
- EQUIPPED WITH REAR RECEIVER WITH PAYER WINGS TO HELP ELIMINATE SHOVELING



ESTABLISHED 1898  
INCORPORATED 1917

**E. D. ETNYRE & CO.,** Oregon, Illinois 61061-9778

1333 South Daysville Road • Phone 815/732-2116  
Fax: Main Office 815-732-4277, Sales & Service 815-732-7400  
Web Site: [www.etnyre.com](http://www.etnyre.com) • E Mail: [sales@etnyre.com](mailto:sales@etnyre.com)

## WARRANTY

E. D. Etnyre & Co. warrants to the original Purchaser, its new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

The company excludes all implied warranties of merchantability and fitness for a particular purpose. There are no warranties, express or implied, which extend beyond the description of the goods contained in this contract.

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

- (1) Normal startup services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
- (2) Any product manufactured by E. D. Etnyre & Co. purchased or subjected to rental use.
- (3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.
- (4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.

E-651-90  
Supersedes E-651-89

EX 9-6

**DUDLEY ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
302-A	Full Depth Reclamation 10 inches thick	33,300	SYCIP	<u>5.50</u>	<u>183,150.00</u>
302-B	Portland Cement for Full Depth Reclamation	830	TON	<u>160.00</u>	<u>132,800.00</u>
<b>Total Bid</b>					<u>315,950.00</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: Rg CON, INC.

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

Telephone: 205-333-8500

Name: [Signature]

Title: Vice Pres

Date: Sept. 2, 2009

STATE OF ALABAMA

UNLIMITED  
UNLIMITED

LICENSE NO. 13321  
RENEWAL  
TYPE:



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**COPY**

RACON INC

TUSCALOOSA, AL 35403

is hereby licensed a General Contractor in the State of Alabama and is authorized to

perform the following type(s) of work:

EC: BUILDING CONSTRUCTION HS: HIGHWAYS AND STREETS MU: MUNICIPAL AND UTILITY  
H/RR: HEAVY AND RAILROAD

May 31, 2010

until

when this Certificate expires.

Witness our hands and seal of the Board, dated: Montgomery, Ala.

048999

1 st

MAY 2009

day of

*[Signature]*  
SECRETARY-TREASURER

SECRETARY-TREASURER

CHAIRMAN

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY        )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_, as Principal;  
**RaCON, Inc.** \_\_\_\_\_, as Surety are  
and **Safeco Insurance Company of America** \_\_\_\_\_, as Surety are  
hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter  
called the County, in the sum of Five Percent (5%) of amount bid not to exceed Ten Thousand Dollars  
( \$ 5% NTE \$10,000.00 ) for payment of which sum, well and truly to be made, the said  
Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the  
County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in  
writing with the County, for the following project or portion thereof:

**Dudley Road Full Depth Reclamation Project**

**NOW, THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 2nd day of September, 20 09, the name and corporate representative, pursuant to authority of its governing body.

Witness:

*[Signature]*

Principal:

RaCON, Inc. (Seal)

By: *[Signature]*

Title: Vice Pres

Surety:

Safeco Insurance Company of America (Seal)

By: *[Signature]*

Title: Jeffrey M. Wilson Attorney-in-Fact

ATTEST:

*[Signature]*

**NOTE:** Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

**NOTE:** Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.



POWER OF ATTORNEY

No. 13126

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*MARK W. EDWARDS II; ROBERT ROLLAND FREEL; RONALD B. GIADROSICH; JEFFREY M. WILSON; Birmingham, Alabama\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 23rd day of June, 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 2nd day of September, 2009



Dexter R. Legg

Dexter R. Legg, Secretary

**DUDLEY ROAD  
PROJECT BID SHEET**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
302-A	Full Depth Reclamation 10 inches thick	33,300	SYCIP	<u>5.90</u>	<u>196,470<sup>00</sup></u>
302-B	Portland Cement for Full Depth Reclamation	830	TON	<u>115<sup>00</sup></u>	<u>95,450<sup>00</sup></u>
<b>Total Bid</b>					<u>291,920<sup>00</sup></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: Blount Construction Company

Mailing Address: 1730 Sands Place, Marietta GA 30067

Telephone: 770-541-7333

Name: Dale Cronauer President

Title: President

Date: 8-31-2009



1730 Sands Place  
Marietta, GA 30067  
Phone: 770-541-7333  
Fax: 770-541-7340

---

#### Dudley Road Traffic Control Plan

1. Installation of construction signs in accordance with MUTCD on Dudley Road.
2. Proposal includes pilot car with flaggers. Also includes "Wait For Pilot Car" signs to be placed at intersections.
3. Traffic will have minimal interruption, generally no more than a few minutes.
4. When equipment is out of the road, signage will still provide traveling public with road conditions.

EX 9-7

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

**BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, BLOUNT CONSTRUCTION COMPANY, INC., 1730 SANDS PLACE, MARIETTA, GA 30067, as Principal; and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of FIVE PERCENT OF AMOUNT OF BID----- Dollars (\$ 5%-----) for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County a certain Bid Proposal, attached hereto and made a part hereof, to enter into a contract in writing with the County, for the following project or portion thereof:

**Dudley Road Full Depth Reclamation Project**

**NOW, THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded by the Tuscaloosa County Commission, then this award shall be considered the contract for the project. The contractor shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the County Engineer executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the bid within ten (10) days after the date of award by the Tuscaloosa County Commission; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 2ND day of SEPTEMBER, 2009, the name and corporate representative, pursuant to authority of its governing body.

Witness:

[Signature]

Principal:

BLOUNT CONSTRUCTION  
COMPANY, INC.

(Seal)

By: [Signature: Dale Cronauer]

Title: President

Surety:

TRAVELERS CASUALTY AND  
SURETY COMPANY OF AMERICA

(Seal)

By: [Signature: Tate Wright, III]  
TATE WRIGHT, III

Title: ATTORNEY-IN-FACT

ATTEST:

[Signature: Cheryl Breitbach]

**NOTE:** Surety must be qualified and duly authorized to make bonds in the state. All bonds and Sureties are subject to review and approval by the County Attorney.

**NOTE:** Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County equal to 5% of the amount bid (Maximum amount - \$10,000.00), in lieu of a Corporate Surety, under the same terms.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221263

Certificate No. 003140958

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tate Wright III, and Cheryl Breitbach

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 27th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

EX 9-7

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

EX 9-7



Bob Riley  
Governor

## ALABAMA DEPARTMENT OF TRANSPORTATION

FIFTH DIVISION, DISTRICT 2  
OFFICE OF THE DISTRICT MANAGER  
2715 East Skyland Boulevard  
P. O. Box 70505, Tuscaloosa, Alabama 35407  
Telephone: 205-554-3280  
Fax: 205-556-5933



Joe McInnes  
Transportation Director

August 31, 2009

Tuscaloosa County  
The Honorable Judge Hardy McCollum  
714 Greensboro Avenue  
Tuscaloosa, AL 35401

Re: Permit #: 5-2-63-3503-GL  
MS: 63-AL-0069-MR-003-A  
Tuscaloosa County

Dear Judge McCollum:

We have reviewed your submittal for the subject permit and request that the following information be submitted or added to the drawings as appropriate:

1. The permit application must be signed and witnessed
2. Show the distance from the centerline of 69 to the ROW line
3. Label the posted speed limit
4. Make sure the drawing is to scale or label it as "not to scale"
5. Label the width of the highway
6. Label the distance from the edge of pavement to the side ditch and the direction of flow
7. Label the width of the proposed lane
8. Show the proposed signage
9. Show the location, material, and size of the pipe that is to be extended. The pipe must have a sloped paved headwall if it ends on the State ROW
10. Locate the existing utilities on the plans

**received**  
9-1-09

EX 9-8



Page 2 of 2

Comments for Permit#: 5-2-63-3503-GL

11. Show a typical section for the asphalt buildup on State Right-of-Way (ROW). You must have a minimum of 5.5" of 424B and 1.5" of 424A over 6" of 825B crushed stone. Show a minimum of 4:1 front slopes
12. Show a striping plan, to include the width, length, color, etc. of all proposed striping on ROW. Note that all striping must be Class 2, Type A Thermoplastic

Please revise the drawings in accordance with these comments and re-submit. If you wish, you may submit two sets of complete documents for final District review. Upon favorable District review, you will be advised to furnish the three additional sets of the documents for Division level review.

If you have any questions, please contact the District office at 554-3280.

Very Respectfully,



S. Brad Darden, P.E.  
District 2 Manager

SBD/CWS

Enclosures

Cc: Mr. Robin Rhoden, P.E.  
Mr. Mike Henderson—Tuscaloosa County  
File

EX 9-8

ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR GRADING AND/OR LANDSCAPING  
ON RIGHT OF WAY



County TUSCALOOSA Permit No. 5-2-63-3503-GL  
MilePost 152.05 Maint..Sec. No. 63-AL-0069-MR-003-A

THIS AGREEMENT is entered into this the 18 day of MAY, 2009, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and TUSCALOOSA COUNTY, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape STATE Right of Way located and described as follows: TUSCALOOSA COUNTY AGREES TO PERFORM ALL WORK AND PROVIDE ALL MATERIAL ASSOCIATED WITH THE CONSTRUCTION OF A RIGHT TURN LANE FROM MARTIN ROAD ONTO ALABAMA HIGHWAY 69 NORTH

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

10. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

11. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of the STATE.

12. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the work applied for by APPLICANT.

13. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ N/A to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

14. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

15. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

16. All work to be performed by the APPLICANT under this Agreement shall be completed within one year from the date of the Agreement, unless additional time for completion is granted in writing to the APPLICANT by the STATE.

17. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

18. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of

the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized.

WITNESS:

M. F. V. [Signature]

TUSCALOOSA COUNTY  
Legal Name of Applicant

By: [Signature]  
Signature and Title

W. HARDY McCOLLUM  
Typed or Printed Name

714 GREENSBORO AVENUE  
Address

TUSCALOOSA, AL 35401

205-349-3870  
Telephone Number

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
District Manager & Date

\_\_\_\_\_  
Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION  
ACTING BY AND THROUGH ITS  
TRANSPORTATION DIRECTOR

By: \_\_\_\_\_  
Maintenance Engineer

Date: \_\_\_\_\_

2. All work shall be subject to the inspection and approval of the STATE and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of the STATE.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), (latest edition), for both installation and maintenance of permitted facilities.

9. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in the Alabama Department of Transportation.



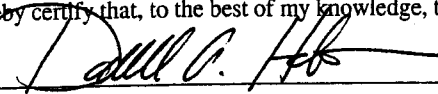
**TABULATION OF BIDS  
TUSCALOOSA COUNTY COMMISSION  
WATER SYSTEMS EXPANSIONS  
MITCHELL WATER SYSTEM, INC.  
PROPST ROAD EXPANSION**

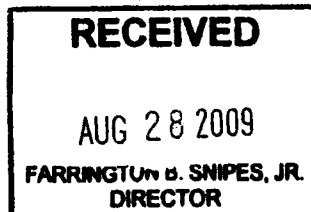
Bid Date: August 27, 2009; 2:00 P.M.				Indian Creek Excavating, LLC 10275 Indian Creek Road Tuscaloosa, AL 35405		Singleton Excavating 862 Homestead Trail Centreville, AL 35402		Dominion Construction Co. Inc. P.O. Box 70 Duncanville, AL 35456	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6" PVC Class 200 Water Main	5,200	l.f.	4.25	22,100.00	6.15	31,980.00	4.60	23,920.00
2	12" x 0.188" Epoxy Coated Steel Casing for Pipeline Crossing	80	l.f.	30.00	2,400.00	41.00	3,280.00	118.00	9,440.00
3	3/4" Type "K" Copper Service Tubing	600	l.f.	* 6.00	3,600.00	4.25	2,550.00	5.25	3,150.00
4	6" Ductile Iron Water Main (Restrained Joint) for Creek Crossing	40	l.f.	25.00	1,000.00	33.50	1,340.00	20.00	800.00
5	Main Connection	1	each	500.00	500.00	400.00	400.00	1,200.00	1,200.00
6	8" x 6" Tapping Sleeve and Valve with Valve Box	1	each	900.00	900.00	787.00	787.00	1,600.00	1,600.00
7	Driveway Crossing	1	each	500.00	500.00	150.00	150.00	2,000.00	2,000.00
8	Fire Hydrant Assembly	3	each	2,000.00	6,000.00	2,100.00	6,300.00	1,950.00	5,850.00
9	5/8" x 3/4" Domestic Service with Master Meter BLMJ-3G Meter and Brooks 33H12B Concrete Meter Box	11	each	425.00	4,675.00	355.00	3,905.00	425.00	4,675.00
10	Domestic Service Reconnection	11	each	125.00	1,375.00	169.00	1,859.00	48.00	528.00
11	3/4" Schedule 40 PVC for Customer Reconnections	2,000	l.f.	0.75	1,500.00	1.28	2,560.00	1.50	3,000.00
12	Rip-Rap (In Place)	100	tons	27.00	2,700.00	22.50	2,250.00	25.00	2,500.00
13	Temporary Erosion Control and Permanent Grassing	1	l.s.	1,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00
14	Testing and Disinfection	1	l.s.	1,000.00	1,000.00	125.00	125.00	800.00	800.00
<b>TOTAL BID</b>					<b>\$49,250.00</b>		<b>\$59,486.00</b>		<b>\$61,463.00</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.

  
AL Reg. No. 24074



EX 9-9

**RESOLUTION**

WHEREAS, the Tuscaloosa County Commission ("Commission") has received the Petition of Ted Northington, Jerry Pike, and Kenneth Junkin for the formation of the Governmental Utilities Services Corporation for Western Tuscaloosa County; and

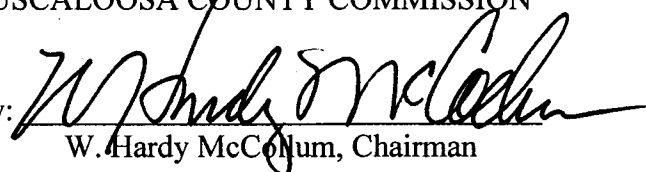
WHEREAS, the Petitioners have provided sufficient information to the Commission related to the scope of the facilities to be constructed by said corporation, and the purpose of said corporation; and

WHEREAS, the Commission finds that it is in the best interests of the public health, safety and welfare of the residents of western Tuscaloosa County, and Tuscaloosa County as a whole.

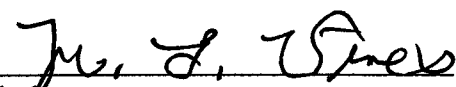
THEREFORE, it is hereby RESOLVED that the Petitioners Ted Northington, Jerry Pike, and Kenneth Junkin are hereby granted consent by the Tuscaloosa County Commission pursuant to § 11-97-4 Code of Alabama (1975) to proceed with the incorporation of said corporation, and do all things necessary for the formation of said corporation and facilities pursuant to §§ 11-97-1 through 11-97-27 Code of Alabama (1975).

Resolved this the 2<sup>nd</sup> day of September 2009.

TUSCALOOSA COUNTY COMMISSION

By:   
W. Hardy McConum, Chairman

ATTEST:

  
Clerk



STATE OF ALABAMA           §  
  §  
COUNTY OF TUSCALOOSA   §

**PETITION FOR THE FORMATION OF  
GOVERNMENTAL UTILITIES SERVICES CORPORATION  
FOR WESTERN TUSCALOOSA COUNTY**

COME NOW Ted Northington, Jerry Pike, and Kenneth Junkin (“Petitioners”) and hereby petition the Tuscaloosa County Commission (“Commission”) for the incorporation of the Governmental Utilities Services Corporation for Western Tuscaloosa County. The Petitioners would show unto the Commission as follows:

1. The Petitioners propose to incorporate a corporation pursuant to the provisions of § 11-97-3 Code of Alabama (1975). The purpose of this corporation shall be to provide for potable water and sanitary sewer services to be provided to portions of Western Tuscaloosa County located adjacent to Highway 82, and adjacent to the proposed project being constructed by Eagles’ Wings, Inc., a 501(c)(3) non-profit corporation.

2. The proposed location of the principal office of the corporation shall be at 2205 9<sup>th</sup> Avenue, Northport, Alabama 35476.

3. Each of the Petitioners is a duly qualified electors of Tuscaloosa County and they request that the Commission adopt a resolution declaring that it is wise, expedient and necessary that the proposed corporation be formed and authorize the Petitioners to proceed to form the proposed corporation by filing for record a Certificate of Incorporation in accordance with the provisions of § 11-97-4 Code of Alabama (1975).

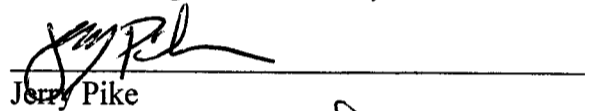
4. Said facility shall provide sanitary sewer services to said site and adjacent properties as the facilities and the capacity of the facilities increase in the future, and will be in

the best interests of the public health, safety and welfare of the residents of the Tuscaloosa County.

5. The facilities shall be operated and managed by a fully licensed and qualified operator for said services, with each customer of said facilities entering into a sewer services agreement which shall be approved by the Commission after a public hearing pursuant to § 11-97-17 Code of Alabama (1975).

Respectfully submitted.

  
Ted Northington

  
Jerry Pike

  
Kenneth Junkin

**ION OF BIDS  
NTY COMMISSION  
S EXPANSIONS  
ER SYSTEM, INC.  
D EXPANSION**



Robinson and Sons Construction 80 Fifth Avenue Haleyville, AL 35565		TKE, LLC 86 County Road 139 Fayette, AL 35555		J&R Construction 15285 Lake Payne Road Duncanville, AL 35456		Onyx, Inc. 1240 Powder Plant Road Bessemer, AL 35022		Civilworx Construction, LLC 10116 Chandlers Crossing Tuscaloosa, AL 35405		GFC Construction, Inc. P.O. Box 87 Duncanville, AL 35456	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.68	24,336.00	5.66	29,432.00	8.50	44,200.00	8.50	44,200.00	6.00	31,200.00	7.60	39,520.00
46.00	3,680.00	45.88	3,670.40	35.00	2,800.00	45.00	3,600.00	126.00	10,080.00	55.00	4,400.00
6.30	3,780.00	5.25	3,150.00	6.00	3,600.00	6.75	4,050.00	7.00	4,200.00	5.00	3,000.00
23.00	920.00	31.00	1,240.00	25.00	1,000.00	35.00	1,400.00	30.00	1,200.00	38.00	1,520.00
1,650.00	1,650.00	500.00	500.00	800.00	800.00	400.00	400.00	2,000.00	2,000.00	2,500.00	2,500.00
1,830.00	1,830.00	1,500.00	1,500.00	1,200.00	1,200.00	1,800.00	1,800.00	2,600.00	2,600.00	1,500.00	1,500.00
1,000.00	1,000.00	700.00	700.00	1,000.00	1,000.00	750.00	750.00	3,000.00	3,000.00	450.00	450.00
2,232.00	6,696.00	2,300.00	6,900.00	1,750.00	5,250.00	2,100.00	6,300.00	3,000.00	9,000.00	2,200.00	6,600.00
355.00	3,905.00	500.00	5,500.00	475.00	5,225.00	540.00	5,940.00	700.00	7,700.00	450.00	4,950.00
200.00	2,200.00	100.00	1,100.00	20.00	220.00	100.00	1,100.00	150.00	1,650.00	170.00	1,870.00
1.45	2,900.00	1.75	3,500.00	3.25	6,500.00	3.00	6,000.00	2.00	4,000.00	4.00	8,000.00
30.00	3,000.00	35.00	3,500.00	22.00	2,200.00	25.00	2,500.00	35.00	3,500.00	20.00	2,000.00
4,200.00	4,200.00	1,500.00	1,500.00	1,500.00	1,500.00	2,000.00	2,000.00	2,500.00	2,500.00	12,500.00	12,500.00
1,570.00	1,570.00	1,500.00	1,500.00	800.00	800.00	1,500.00	1,500.00	2,000.00	2,000.00	2,350.00	2,350.00
<b>\$61,667.00</b>		<b>\$63,692.40</b>		<b>\$76,295.00</b>		<b>\$81,540.00</b>		<b>\$84,630.00</b>		<b>\$91,160.00</b>	

# Ingenuity

## Statement of Work – 03 Telecommunications Expense Management

This Statement of Work (“SOW”) dated August 1, 2009 references and is incorporated within the Master Agreement (“Agreement”) between the Tuscaloosa County Commission (“Tuscaloosa County”) and Ingenuity, Inc. (“Ingenuity”) dated April 19, 2005.

**Services:** Ingenuity will complete a Telecommunications Optimization Project and provide Telecommunications Invoice Management Services for Tuscaloosa County. The Telecommunications Optimization Project will include a detailed evaluation of Tuscaloosa County’s telecommunications usage and costs. As part of this evaluation, Ingenuity will identify opportunities for savings, rebates and credits.

The Telecommunications Invoice Management Services will consist of implementation assistance for recommendations approved by Tuscaloosa County and regular reviews of Tuscaloosa County’s telecommunications invoice data. These reviews will include evaluations of telecommunications usage and expenses in an effort to identify erroneous charges and any changes that should be made to minimize Tuscaloosa County’s telecommunications expenses. These Services are further described in Attachment 1 – Project Scope Document.

**Price for Services:** Tuscaloosa County will pay Ingenuity thirty five percent (35%) of the Savings, Credits and Rebates (as described in Attachment 1 – Project Scope Document SOW-01) realized by Tuscaloosa County during the term of this SOW.

**Start Date:** 8/1/2009

**End Date:** 7/31/2012

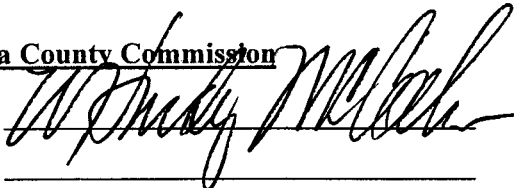
**Payment Schedule:** Ingenuity will invoice Tuscaloosa County on a quarterly basis for Ingenuity’s share of the applicable savings realized by Tuscaloosa County. Ingenuity will deliver the first invoice related to this SOW after Tuscaloosa County starts receiving telecommunications invoices that include applicable savings. Ingenuity’s additional invoices will be delivered subsequently every three months following the delivery of the first invoice. Tuscaloosa County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Tuscaloosa County  
Representative:

Bill Lamb

Tuscaloosa County Commission

Ingenuity, Inc.

Signature: 

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: Rick A. Hayes

Title: \_\_\_\_\_

Title: President

**RESOLUTION**

**TRANSFERRING DISTRICT ATTORNEY ACCOUNT**

**PURSUANT TO ACT 2009-484 OF THE ALABAMA LEGISLATURE**

WHEREAS, Act 84-704, of the Alabama Legislature established a Worthless Check Unit for the District Attorney of the Sixth Judicial Circuit; and

WHEREAS, the County Commission has maintained an account to receive funds generated for the Office of District Attorney as established by Act 84-704, and has made all of the funds therein available to the District Attorney upon his request; and

WHEREAS, Act 2009-484 of the Alabama Legislature provides for the District Attorney of the Sixth Judicial Circuit to maintain all of the accounts for the District Attorney's special services units, including, but not limited to, the Worthless Check Unit.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that any and all accounts maintained by Tuscaloosa County for the benefit of the Office of District Attorney for the Sixth Judicial Circuit be transferred to the District Attorney as soon as practicable, and that a copy of this resolution be provided to any bank serving as a repository for those funds to facilitate the transfer of any accounts to the District Attorney.

Approved this the 2<sup>nd</sup> day of September, 2009.

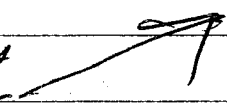
  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, County Administrator

Commissioner Don Wallace  
Petition to remove Speed Table at 5106 Pinedale Dr.  
Nipt. Hl

- 1 Jo Ann Anderson - 5106 Pinedale Dr. Nipt, Hl. 35473
- 2 Shula Stromburg
- 3 Janni Brown 5202 Pinedale Dr.
- 4 ~~Jack~~ Inaah
- 5 Pat Gunn
- 6 Tyler Morgan 5300 Sherr: Ln
- 7 Brenda Weems - move closer to stop sign & <sup>move it</sup> where it is
- 8 Becca Hayes move close to stop sign
- 9 Tory Barrett 5302 Pine dale Dr
- 10 Tyler Smith @ 5302 Pine dale Dr.
- 11 Darrell Stromburg 5707 Pinedale Dr.
- 12 Anna Hays - 5110 Pinedale D.
- r 13 Santy Kondyol 5300 Sherr: Ln.
- 14 Amanda Guthrie 5000 Hwy 171 cut off rd.
- r 15 Chris Morgan 5300 Sherry Lane
- 16 Merle Brown 5303 APPLEWOOD DR
- 17 Marilyn Brown APPLEWOOD DR
- 18 Robert Sullivan
- 19 Lennie Korta - 5534 White Cedar Ln.
- 20 Tony Koester - 5534 White Cedar Ln.
- 21 Linda Foster - 5010 Hwy 171
- 22 Johnnie White
- 23 Steve A MADDOX ~~Steve~~ Maddy
- 24 Phillip James PINE DALE
- 25 Belinda Bell 5422 Cedar Cove - ~~Q~~ Need one on my street
- 26 Bill Row
- 27 Lettie Kern

- 28 Ben Patrick
- 29 Ken Albert
- 30 Celeste Pruitt - ~~we~~ need one at White Cedar Lane
- 31 Roy Sullivan
- 32 Walter Burnett 
- 33 James Lewis (need a speed break on Cedar Cove Lane)
- 34 Rainwood
- 35 Stephen Wood
- 36 Jay DeLeon
- 37 Ramona Dean
- 38 Michele G. Nowell
- 39 Richard M. Nowell
- 40 Clayton Parker
- 41 Cornelia Davis - need one on <sup>applewood drive</sup> + <sup>express view lane</sup>
- 42 Mrs. Lucy Dillard 5508 <sup>express view lane</sup>
- 43 Wanda Gilliam
- 44 Sam Grice
- 45 Gwen Grice
- 46 Margie Fields
- 47 Ralph Fields

# Ingenuity

## Statement of Work – 01 Power Optimization Services

This Statement of Work (“SOW”) dated August 1, 2009 references and is incorporated within the Master Agreement (“Agreement”) dated April 19, 2005 between the Tuscaloosa County (“Tuscaloosa”) and Ingenuity, Inc. (“Ingenuity”).

**Services:** Ingenuity will complete a Power Optimization Project and provide Power Invoice Management Services for Tuscaloosa. The Power Optimization Project will include a detailed evaluation of Tuscaloosa’s power usage and costs. As part of this evaluation, Ingenuity will identify opportunities for savings, rebates and credits. Tuscaloosa will review Ingenuity’s recommendations and decide which recommendations are implemented.

The Power Invoice Management Services will consist of implementation assistance for recommendations approved by Tuscaloosa and regular reviews of all Tuscaloosa power invoices. These reviews will include evaluations of the power usage and expenses related to each Tuscaloosa facility in an effort to identify erroneous charges and any changes that should be made to minimize Tuscaloosa’s power expenses. These Services are further described in Attachment 1 – Project Scope Document.

**Price for Services:** Tuscaloosa will pay Ingenuity thirty-five percent (35%) of the Savings, Credits and Rebates (as described in Attachment 1 – Project Scope Document) realized by Tuscaloosa.

**Project Start Date:** 08/01/2009

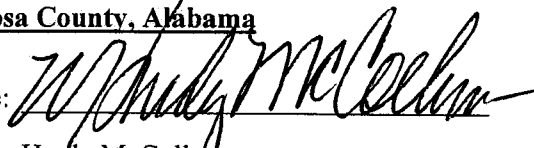
**Project End Date:** 7/31/2012

**Payment Schedule:** Ingenuity will invoice Tuscaloosa on a quarterly basis for Ingenuity’s share of the Savings, Rebates and Credits realized by Tuscaloosa. Ingenuity will deliver the first invoice related to this SOW after Tuscaloosa starts receiving power invoices that include applicable savings. Ingenuity’s additional invoices will be delivered subsequently every three months following the delivery of the first invoice. If the parties ever determine that the total amount previously paid by Tuscaloosa related to this SOW is higher or lower than the amount that should have been paid through that point in time, an adjustment will be made to the following invoice to correct the variance. Tuscaloosa will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Tuscaloosa Representative:

Tuscaloosa County, Alabama

Ingenuity, Inc.

Signature: 

Signature: \_\_\_\_\_

By: Hardy McCollum

By: Rick A. Hayes

Title: Commission Chairman

Title: President



Commissioner Don Wallace,

Thank you for the "Stop" signs on Cedarwood Ave. Unfortunately the signs are not helping with our unsafe speed problem. We the residents of Cedarwood Ave would like to have speed tables installed to improve the safety of our neighborhood.

Claude Windam Claude Windham

Clarsie Hager Clarsie Hager

John Johnson John A. Johnson

Bryan Golden Bryan Golden

Marc Sherrill Marc Sherrill

10/6/08

COMMISSAR DON WALLACE

The following home owners  
ON Graceland Road IN Tusc-  
aloosa county would like a  
speed table installed ON or  
close to Thrill Hill ON  
Graceland Road. There have  
been four or five serious  
accidents in this area  
and numerous near misses.  
Several mail boxes knock  
down due to speeders.

Ray Miller  
Ph. 339 9691

Mr & Mrs Ray Miller Ph. 339 9691

Ray Miller - Margitta Miller

Mr & Mrs Harold Harbin Harold Harbin

Gaye Harbin Ph 339-1318

Mr & Mrs Larry Stripling Ph 330-1300

Steph Stripling Lance Stripling

Mr & Mrs Donald Bircheat Donald Bircheat  
339-2946

Lorene Bircheat Lorene Bircheat

Mitchell Bircheat Mitchell Bircheat

Rhonda Bircheat Rhonda Bircheat

Patsy Hutchins

We the undersigned Residents  
of View Point Road Wish to  
Ask the County Commission  
to install Speed Breakers  
and establish a Speed limit for  
our Neighborhood. This Request  
is due to the expansion of  
Smiths Marina. With the ex-  
pansion we have experienced  
a increase in Vehicles in our  
Neighborhood. These Vehicles are  
only circling the Neighborhood  
and are Speeding.

Keith Hanner. had to stop  
someone ~~at~~ driving trying to  
escape from him from  
tierce Patton - came thru  
our sub. many grandchildren  
& great grands! Please help

Mrs. Wayne Miles  
339-9990 May 18-2009  
12212 Viewpoint Rd.

Asking for speed tables to slow  
down traffic in Viewpoint  
sub. by Smith's marina

Mr & Mrs. Alfred E. Barnett  
Telma Barber

Mr & Mrs Billy Fryer

Mr & Mrs Wayne Miller  
12212 Viewpoint Rd. Northport Al.  
339-9990

Angie & Michael Aultman  
12359 Viewpoint Rd. Northport, Al 35475  
333-1708 457-2185

Becky & Dex Williamson.  
12314 Viewpoint Rd Northport Al 35475  
205-233-3794

Wm E. H. G. 12269 V-p rd.

Audrey Evans  
12327 Viewpoint Rd  
Northport