

TUSCALOOSA COUNTY COMMISSION

MEETING

September 16, 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

Probate Judge W. Hardy McCollum presented a proclamation to Mr. J. Paul Singleton honoring him for his dedicated service to this community and for reaching a milestone of turning 100 years old on September 28<sup>th</sup>.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment to Almon Associates for construction management on the Duncanville Middle School Access Road Project in the amount of \$19,732.00.

Exhibit 9-1, Page

Commissioner Bobby Miller, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize

payment to Burk-Kleinpeter for engineering services on two projects:

Patriot Parkway Extension Project \$2,278.50  
Old Jasper Road Bridge Replacement Project \$9,750.00

Exhibit 9-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for the rock spreader to Joe Money Machinery Co., Inc., the lowest bidder meeting specifications and requirements.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to authorize payment to Mitchell Water System for the waterline relocation on the Duncanville Middle School Access Road Project in the amount of \$11,634.97.

Exhibit 9-3, Page

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the following bids: (Traffic Striping and Traffic Signs to be awarded pending comparison with state bids.)

REINFORCING STEEL PILING  
Skyline Steel

Exhibit 9-4, Page

REINFORCING STEEL REBAR  
O'Ferrell Rebar

Exhibit 9-5, Page

CONCRETE PIPE  
Hanson Pipe and Precast

Exhibit 9-6, Page

GUARDRAIL AND END ANCHORS  
Alabama Guardrail

Exhibit 9-7, Page

|  |                    |
|--|--------------------|
| <u>TREATED BRIDGE TIMBERS</u><br>Stringfellow Lumber Co.                         | Exhibit 9-8, Page  |
| <u>HYDROSEEDING AND MULCHING</u><br>K&K Excavating Co.                           | Exhibit 9-9, Page  |
| <u>SILT FENCE (furnished &amp; installed)</u><br>Southern Tractor & Landscaping  | Exhibit 9-10, Page |
| <u>SILT FENCE (delivered only)</u><br>Universal Seed & Supply                    | Exhibit 9-11, Page |
| <u>CONCRETE</u><br>Bama Concrete Co.   | Exhibit 9-12, Page |
| <u>LIQUID ASPHALT</u><br>Hunt Refining<br>Ergon Asphalt & Emulsions, Inc.        | Exhibit 9-13, Page |
| <u>PLANT MIX ASPHALT</u><br>S. T. Bunn Construction Co., Inc.                    | Exhibit 9-14, Page |
| <u>CRUSHED STONE</u><br>S. T. Bunn Construction Co, Inc.<br>Vulcan Materials Co. | Exhibit 9-15, Page |

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to accept the lowest bid meeting specifications for rental of dump trucks and refer to the Engineering Department for appropriate action. The bidding firms were as follows:

RaCON, Inc.  
Pearce Trucking Co.

Exhibit 9-16, Page

Probate Judge W. Hardy McCollum presented a 35-year service pin to Robert Hagler of the Road and Bridge Department and thanked him for his dedicated service to Tuscaloosa County.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution approving the submission of an application to Alabama Department of Economic and Community Affairs for grant funds under the Recreational Trails Program endorsed by the Tuscaloosa County Park and Recreation Authority for construction of a non-motorized diverse use trail in Newt Hinton Park. (Requested funding amount is \$100,000.00 with 20% match by Tuscaloosa County Commission.)

Exhibit 9-17, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reappoint Gary Falls to the Tuscaloosa County Park and Recreation Authority Board of Directors. Current term expires October 1, 2009.

Commissioner Bobby Miller's motion to adopt the 2009-2010 fiscal year budget as presented with the option to make adjustments as needed was seconded by Commissioner Reginald Murray. Commissioner Don Wallace's motion to amend, seconded by Commissioner Gary Youngblood, failed on a three-to-one vote with Commissioner Don Wallace casting the aye vote. The vote called on the motion of Commissioner Bobby Miller, seconded by Commissioner Reginald Murray, was adopted unanimously.

Exhibit 9-18, Page

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

Exhibit 9-19, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for full depth reclamation of Dudley Road to Blount Construction Company, the lowest bidder meeting specifications and requirements.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider a fee waiver request from the Town of Woodstock.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize a permit agreement for the accommodation of utility facilities on public right-of-way to the Town of Woodstock for installation of a sewer main along Gary Youngblood Parkway to serve Eastern Elementary School.

Exhibit 9-20, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to accept the Oakdale Drainage Improvements Feasibility Study, along with the City of Tuscaloosa.

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to award the Traffic Striping bid and Traffic Signs bid, as County Attorney Robert Spence received notice that the Engineering Department compared these bids with the state bids, with the county bids being lower.

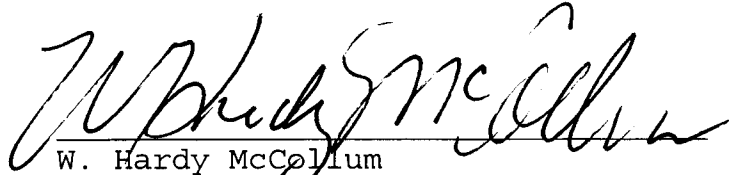
TRAFFIC STRIPING  
Ozark Striping Co.

Exhibit 9-21, Page

TRAFFIC SIGNS  
Traffic Signs, Inc.

Exhibit 9-22, Page

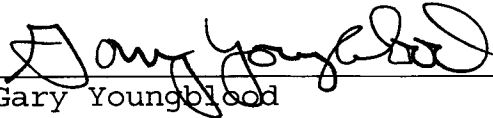
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 7, 2009.



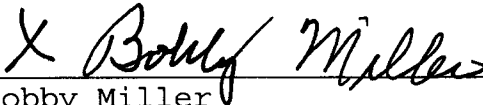
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission




Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV



P.O. Drawer 2729  
Tuscaloosa, AL 35403

**Invoice**

September 1, 2009  
Project No: 2006168.00  
2006168.21  
2006168.22  
Invoice No: 0000030

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

US 82 to Duncanville Middle School  
Professional services from August 1, 2009 to August 31, 2009

**Professional Personnel**  
**Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)**  
**Complete**

**Phase I Final Design (NTE \$122,800) (Billed to date \$ 121,569.21)**  
**Complete**

**Phase I Construction Phase Services (NTE \$351,000) (Billed to Date \$287,782.50)**

|                         | Hours | Rate   | Amount   |
|-------------------------|-------|--------|----------|
| Project Manager I       | 2.00  | 120.00 | 240.00   |
| Engineering Tech III    | 9.00  | 75.00  | 675.00   |
| Professional Surveyor I | 3.00  | 80.00  | 240.00   |
| Totals                  | 72.00 |        | 1,155.00 |

**Testing-**  
TTL, Inc (Invoice #1008165 \$371.60+\$55.40=\$427.00) 427.00

**Total Phase I Const      1,582.00**

**Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$176,057.50)**

|                         | Hours  | Rate   | Amount    |
|-------------------------|--------|--------|-----------|
| Project Manager I       | 45.50  | 120.00 | 5,460.00  |
| Professional Engineer   | 124.50 | 100.00 | 12,450.00 |
| Professional Surveyor I | 3.00   | 80.00  | 240.00    |
| Totals                  | 173.00 |        | 18,150.00 |

**Total Phase II                      18,150.00**

**Total this invoice            \$19,732.00**

(Continued on Next Page)

**received**  
**9-8-09**

EX 9-1

Mr. Bobby Hagler  
US 82 to Duncanville Middle School  
September 1, 2009  
Invoice # 30

**Status:**

Phase I-Design: Complete.

Phase I-Construction Engineering:

Total project is substantially complete.

Punch list for final completion has been provided to the contractor.

Completed Deeds for ROW vacation.

Phase II-Preliminary Design: 93% complete

Completed new cost estimate based on miles of roadway.

Working on preliminary quantities for more precise cost estimate.

Conducted field visits to verify utility relocations and estimate the associated cost.

Studying potential less costly alternate for a portion of roadway.

ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT OF INVOICE. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH BEGINNING 30 DAYS FROM DATE OF INVOICE, UNLESS STATED OTHERWISE IN OUR CONTRACT.

**PLEASE RETURN COPY WITH PAYMENT**

EX 9-1



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

ASSOCIATE  
BRUCE HIGGINBOTHAM, PE

WILLIAM R. BURK, JR., 1912-1986

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT  
O. JEFFREY WOOD, PE



OVER 95 YEARS OF SERVICE

August 31, 2009

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

Re: Patriot Parkway Extension  
Invoice #18  
BKI Job No. 3196

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

PAYMENT REQUEST NO. 18

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 \$ -

**ADDITIONAL SERVICES:**

|   | <u>TOTAL AMOUNT</u> | <u>% COMPLETE</u> | <u>AMOUNT COMPLETE</u> | <u>CURRENT AMOUNT DUE</u> |
|---|---------------------|-------------------|------------------------|---------------------------|
| <b>DESIGN:</b>                                    |                     |                   |                        |                           |
| DESIGN  | \$ 69,500.00        | 99%               | \$68,496.00            | \$ 1,000.00               |
| SURVEY  | \$ 40,315.00        | 25%               | \$ 9,928.50            | \$ 1,028.50               |
| GEOTECHNICAL                                      | \$ 42,350.00        | 64%               | \$ 27,288.55           | \$ 250.00                 |
| <b>CONSTRUCTION ENGINEERING &amp; INSPECTION:</b> |                     |                   |                        |                           |
| INSPECTION  | \$ 153,000.00       | 0%                | \$ -                   | \$ -                      |
| SURVEY  | \$ 27,500.00        | 0%                | \$ -                   | \$ -                      |
| ADMINISTRATION                                    | \$ 15,500.00        | 0%                | \$ -                   | \$ -                      |
| TESTING   | \$ 55,000.00        | 0%                | \$ -                   | \$ -                      |
|   |                     | <u>TOTAL</u>      | <u>\$105,713.05</u>    | <u>\$ 2,278.50</u>        |

TOTALS: \$311,817.05

LESS PREVIOUSLY INVOICED: (309,538.55)

BKI Invoice: 46919  
jc

AMOUNT DUE THIS INVOICE: \$ 2,278.50

received  
9-11-09

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

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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

August 31, 2009

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

RE: Old Jasper Road Bridge  
Invoice #2  
BKI Job No. 3338

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

**PAYMENT REQUEST NO. 2**

|                       | <u>TOTAL<br/>AMOUNT</u> | <u>%<br/>COMPLETE</u> | <u>AMOUNT<br/>COMPLETE</u> | <u>CURRENT<br/>AMOUNT DUE</u> |
|-----------------------|-------------------------|-----------------------|----------------------------|-------------------------------|
| DESIGN SERVICES       | \$46,200.00             | 30%                   | \$ 14,000.00               | \$ 9,750.00                   |
| SURVEY SERVICES       | \$7,700.00              | 100%                  | \$ 7,700.00                | \$ -                          |
| GEOTECHNICAL SERVICES | \$ 20,750.00            | 0%                    | \$ -                       | \$ -                          |
|                       |                         |                       | \$ 21,700.00               | \$ 9,750.00                   |

PREVIOUSLY INVOICED: \$ (11,950.00)

AMOUNT DUE: \$ 9,750.00

BKI INVOICE: 46932

received  
9-11-09

**Mitchell Water System, Inc.  
P.O. Box 70458  
Tuscaloosa, AL 35407**

August 31, 2009

Mr. Bobby Hagler, County Engineer  
Attn: Mr. James Fuller  
Tuscaloosa County Public Works  
P. O. Box 2089  
Tuscaloosa, AL 35403

Re: Duncanville Middle School Road Water Main Relocation  
Reimbursement Request No. 8

Dear Mr. Hagler:

Please find attached the current invoices approved and paid by Mitchell Water System for the project.  
We request reimbursement at this time for the amount as shown:

Current Invoices

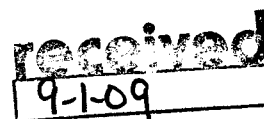
|                                      |             |
|--------------------------------------|-------------|
| • GFC Construction, Inc. No. 7-Final | \$11,634.97 |
|--------------------------------------|-------------|

|                           |             |
|---------------------------|-------------|
| Total Amount This Request | \$11,634.97 |
|---------------------------|-------------|

Yours truly,  
MITCHELL WATER SYSTEM, INC.

  
Charles P. Turnipseed, President

Attachments



# APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE NO. 7

DATE: 7/25/09

Pay Request for July 2009

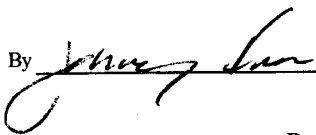
|  |   |
|--|---|
| TO OWNER:<br>Mitchell Water System   | PROJECT:<br>Duncanville School Rd. Water Relocation |
| FROM CONTRACTOR:<br>GFC Construction, Inc.<br>PO Box 87<br>Duncanville, AL 35456 | TO: Engineer<br>McGiffert and Associates, LLC       |

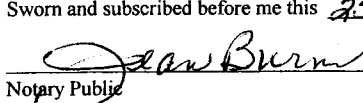
|  |               |
|--|---------------|
| TOTAL ORIGINAL CONTRACT                                | \$ 429,197.42 |
| CHANGE ORDER(S)      NUMBERS <u>0</u> THROUGH <u>0</u> | \$ -          |
| TOTAL CONTRACT TO DATE                                 | \$ 429,197.42 |

|   |                            |               |
|---|----------------------------|---------------|
| 1 Brought Forward:  | TOTAL CONTRACT TO DATE     | \$ 429,197.42 |
|   | AMOUNT COMPLETE <u>81%</u> | \$ 346,771.71 |
| 2 Stored Materials per the attached inventory of Stored Materials |                            | \$ -          |
| 3 Total Completed Work and Stored Materials                       |                            | \$ 346,771.71 |
| 4 Less Retainage (5% of 50% contract))                            |                            | \$ -          |
| 5 Total Completed Work and Stored Materials, Less Retainage       |                            | \$ 346,771.71 |
| 6 Total Due   |                            | \$ 346,771.71 |
| 7 Less Total Previous Payments to Contractor                      |                            | \$ 335,136.74 |
| 8 Balance Due This Estimate                                       |                            | \$ 11,634.97  |

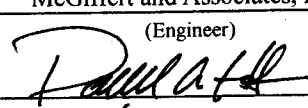
### CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.


By  DATE: 7/25/2009  
Project Mgr  
(TITLE)

Sworn and subscribed before me this 25 day of July 2009  
 L.S.  
Notary Public

### Approved for Payment

McGiffert and Associates, LLC  
(Engineer)  
By   
Date 7/26/09

### REVIEW AND APPROVALS

Approved by Mitchell Water System, Inc.  8/31/09  
(Owner) Signature Date

Approved by \_\_\_\_\_ Signature Date

## Duncanville School Road Water Relocation

Pay Request No.7

July 25, 2009

### PHASE 1-Bear Creek Road

| Item No.                 | Estimated Quantity | Unit | Description  | Unit Price          | Total     | Quantity To Date  | Total To Date |
|--------------------------|--------------------|------|--|---------------------|-----------|-------------------|---------------|
| 1                        | 1                  | l.s. | Mobilization / Demobilization (phase 1)                                    | 2,600.00            | 2,600.00  | 1                 | 2,600.00      |
| 2                        | 2,400              | l.f. | 12" PVC Cl. 200 Water Main   | 16.09               | 38,616.00 | 2115              | 34,030.35     |
| 3                        | 1,800              | l.f. | 8" PVC Cl. 200 Water Main  | 9.88                | 17,784.00 | 1232              | 12,172.16     |
| 4                        | 400                | l.f. | 6" Ductile Iron Cl. 350 Water Main   | 16.47               | 6,588.00  | 220               | 3,623.40      |
| 5                        | 140                | l.f. | Road Crossing No. 1 Includes 18"Steel Casing and Appurtenances by open cut | 61.19               | 8,566.60  | 110               | 6,730.90      |
| 6                        | 140                | l.f. | Road Crossing No. 2 18"Steel Casing and appurtenances by open cut          | 61.19               | 8,566.60  | 100               | 6,119.00      |
| 7                        | 160                | l.f. | Road Crossing No. 3 18" steel casing by Dry Bore and Jacking               | 100.00              | 16,000.00 | 50                | 5,000.00      |
| 8                        | 100                | l.f. | Road Crossing No. 4 18" steel casing by Open Cut                           | 230.15              | 23,015.00 | 50                | 11,507.50     |
| 9                        | 200                | l.f. | 3/4" Type "K" Copper Service Tubing  | 8.44                | 1,688.00  | 120               | 1,012.80      |
| 10                       | 2                  | each | 12" Gate Valve with Valve Box  | 1,713.36            | 3,426.72  | 2                 | 3,426.72      |
| 11                       | 2                  | each | 8" Gate Valve with Valve Box   | 1,036.29            | 2,072.58  | 2                 | 2,072.58      |
| 12                       | 2                  | each | 6" Gate Valve with Valve Box   | 713.45              | 1,426.90  | 2                 | 1,426.90      |
| 13                       | 1                  | each | 6" x 6" Tapping Sleeve and Valve with Valve Box                            | 1,936.03            | 1,936.03  | 1                 | 1,936.03      |
| 14                       | 4                  | each | Main Connection  | 735.00              | 2,940.00  | 4                 | 2,940.00      |
| 15                       | 2                  | each | Fire Hydrant Assembly  | 2,656.23            | 5,312.46  | 3                 | 7,968.69      |
| 16                       | 1                  | each | Domestic Service Reconnection  | 377.42              | 377.42    | 1                 | 377.42        |
| 17                       | 200                | tons | Class 2 Rip-Rap (Includes Filter Fabric and Stone Bedding)                 | 34.00               | 6,800.00  |                   | 0.00          |
| 18                       | 1,800              | l.f. | Silt Fence, Type "A" (Installation and Removal)                            | 4.00                | 7,200.00  |                   | 0.00          |
| 19                       | 1,200              | l.f. | Silt Fence, Type "B" (Installation and Removal)                            | 3.00                | 3,600.00  |                   | 0.00          |
| 20                       | 200                | each | Hay Bales (In Place)   | 6.50                | 1,300.00  |                   | 0.00          |
| 21                       | 1                  | l.s. | Traffic Control  | 500.00              | 500.00    | 1                 | 500.00        |
| 22                       | 1                  | l.s. | Temporary Erosion Control and Stormwater Monitoring                        | 500.00              | 500.00    | 1                 | 500.00        |
| <b>SUB TOTAL PHASE 1</b> |                    |      |  | <b>\$160,816.31</b> |           | <b>103,944.45</b> |               |

### PHASE 2-Camper Road Temporary Line

| Item No. | Estimated Quantity | Unit | Description  | Unit Price | Total     | Quantity To Date | Total To Date |
|----------|--------------------|------|--|------------|-----------|------------------|---------------|
| 23       | 1                  | l.s. | Mobilization / Demobilization (phase 2)                                  | 1,150.00   | 1,150.00  | 1                | 1,150.00      |
| 24       | 2,400              | l.f. | 6" PVC Cl. 200 Water Main  | 9.67       | 23,208.00 | 2055             | 19,871.85     |
| 25       | 120                | l.f. | 6" Ductile Iron Cl. 350 Water Main (Restrained Joint) for Creek Crossing | 32.18      | 3,861.60  | 120              | 3,861.60      |
| 26       | 400                | l.f. | 3/4" Type "K" Copper Service Tubing                                      | 8.44       | 3,376.00  | 160              | 1,350.40      |
| 27       | 1                  | each | 6" Gate Valve with Valve Box   | 741.62     | 741.62    | 2                | 1,483.24      |
| 28       | 1                  | each | 3" Gate Valve with Valve Box   | 580.71     | 580.71    |                  | 0.00          |
| 29       | 3                  | each | 6" x 6" Tapping Sleeve and Valve with Valve Box                          | 1,936.03   | 5,808.09  | 2                | 3,872.06      |
| 30       | 4                  | each | Main Connection  | 250.00     | 1,000.00  | 4                | 1,000.00      |
| 31       | 6                  | each | Main Capping (6" or 3" Water Main)                                       | 425.58     | 2,553.48  | 6                | 2,553.48      |

EX 9-3

| Item No. | Estimated Quantity | Unit | Description | Unit Price | Total | Quantity To Date | Total To Date |
|----------|--------------------|------|-------------|------------|-------|------------------|---------------|
|----------|--------------------|------|-------------|------------|-------|------------------|---------------|

**PHASE 4-US Highway 82 Relocation**

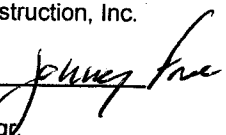
| Item No.                 | Estimated Quantity | Unit | Description  | Unit Price          | Total     | Quantity To Date    | Total To Date |
|--------------------------|--------------------|------|--|---------------------|-----------|---------------------|---------------|
| 58                       | 1                  | l.s. | Mobilization / Demobilization (phase 4)  | 3,000.00            | 3,000.00  | 1                   | 3,000.00      |
| 59                       | 600                | l.f. | 12" PVC Cl. 200 Water Main   | 20.97               | 12,582.00 | 271                 | 5,682.87      |
| 60                       | 200                | l.f. | 6" PVC Cl. 200 Water Main  | 12.79               | 2,558.00  | 189                 | 2,417.31      |
| 61                       | 180                | l.f. | Road Crossing No. 8 Includes 120 l.f. 20" Steel Casing and Appurtenances by Dry Bore and Jacking (US Highway 82) | 240.15              | 43,227.00 | 180                 | 43,227.00     |
| 62                       | 120                | l.f. | Road Crossing No. 7 18" Steel Casing and Appurtenances by Open Cut   | 60.98               | 7,317.60  | 130                 | 7,927.40      |
| 63                       | 2                  | each | 12" Gate Valve with Valve Box  | 1,713.36            | 3,426.72  | 1                   | 1,713.36      |
| 64                       | 2                  | each | 6" Gate Valve with Valve Box   | 791.62              | 1,583.24  | 2                   | 1,583.24      |
| 65                       | 2                  | each | 6" x 6" Tapping Sleeve and Valve with Valve Box  | 1,936.03            | 3,872.06  | 2                   | 3,872.06      |
| 66                       | 2                  | each | Main Connection  | 500.00              | 1,000.00  | 3                   | 1,500.00      |
| 67                       | 1                  | each | Fire Hydrant Assembly  | 2,741.28            | 2,741.28  | 1                   | 2,741.28      |
| 68                       | 200                | tons | Class 2 Rip-Rap (Includes Filter Fabric and Stone Bedding)   | 34.00               | 6,800.00  |                     | 0.00          |
| 69                       | 400                | l.f. | Silt Fence, Type "A" (Installation and Removal)  | 4.00                | 1,600.00  | 400                 | 1,600.00      |
| 70                       | 200                | l.f. | Silt Fence, Type "B" (Installation and Removal)  | 3.00                | 600.00    | 365                 | 1,095.00      |
| 71                       | 50                 | each | Hay Bales (In Place)   | 6.50                | 325.00    | 50                  | 325.00        |
| 72                       | 1                  | l.s. | Traffic Control  | 500.00              | 500.00    | 1                   | 500.00        |
| 73                       | 1                  | l.s. | Temporary Erosion Control and Stormwater Monitoring  | 500.00              | 500.00    | 1                   | 500.00        |
| 74                       | 200                | l.f. | 12" Ductile Iron Class 350 Water Main  | 31.00               | 6,200.00  | 200                 | 6,200.00      |
| <b>SUB TOTAL PHASE 4</b> |                    |      |  | <b>\$91,632.90</b>  |           | <b>83,884.52</b>    |               |
| <b>TOTAL BASE BID</b>    |                    |      |  | <b>\$445,267.62</b> |           | <b>\$346,771.71</b> |               |

|                                   |                     |
|-----------------------------------|---------------------|
| <b>Total To Date</b>              | <b>\$346,771.71</b> |
| <b>Less Retainage (5% of 50%)</b> | <b>\$0.00</b>       |
| <b>Less Previous Payments</b>     | <b>\$335,136.74</b> |
| <b>Total Due</b>                  | <b>\$11,634.97</b>  |

GFC Construction, Inc.

Date: 7/25/09

Project Mgr.



EX 9-3

Piling Bid Evaluation  
9/2/2009

| Company         | Bid Amount | Number of 40' Pieces | Cost of 40' Pieces |
|-----------------|------------|----------------------|--------------------|
| LB Foster       | \$ 44.00   | 35                   | \$ 46,640.00       |
| ✓ Skyline Steel | \$ 42.00   | 35                   | \$ 44,520.00       |

| Item No.                 | Estimated Quantity | Unit | Description  | Unit Price | Total              | Quantity To Date | Total To Date    |
|--------------------------|--------------------|------|--|------------|--------------------|------------------|------------------|
| 32                       | 2                  | each | Fire Hydrant Assembly                                      | 2,528.29   | 5,056.58           | 2                | 5,056.58         |
| 33                       | 4                  | each | Domestic Service Reconnection                              | 284.24     | 1,136.96           | 5                | 1,421.20         |
| 34                       | 200                | tons | Class 2 Rip-Rap (Includes Filter Fabric and Stone Bedding) | 34.00      | 6,800.00           | 77.14            | 2,622.76         |
| 35                       | 900                | l.f. | Silt Fence, Type "A" (Installation and Removal)            | 4.00       | 3,600.00           | 700              | 2,800.00         |
| 36                       | 400                | l.f. | Silt Fence, Type "B" (Installation and Removal)            | 3.00       | 1,200.00           |                  | 0.00             |
| 37                       | 100                | each | Hay Bales (In Place)                                       | 6.50       | 650.00             | 43               | 279.50           |
| 38                       | 1                  | l.s. | Traffic Control  | 500.00     | 500.00             | 1                | 500.00           |
| 39                       | 1                  | l.s. | Temporary Erosion Control and Stormwater Monitoring        | 500.00     | 500.00             | 1                | 500.00           |
| 39A                      | 700                | l.f. | 2" PVC CL200 Water Main                                    | 7.60       | 5,320.00           | 700              | 5,320.00         |
| <b>SUB TOTAL PHASE 2</b> |                    |      |  |            | <b>\$67,043.04</b> |                  | <b>53,642.67</b> |

**PHASE 3- Camper Road 12" Water Main**

| Item No.                 | Estimated Quantity | Unit | Description   | Unit Price | Total               | Quantity To Date | Total To Date     |
|--------------------------|--------------------|------|---|------------|---------------------|------------------|-------------------|
| 40                       | 1                  | l.s. | Mobilization / Demobilization (phase 3)                                 | 1,800.00   | 1,800.00            | 1                | 1,800.00          |
| 41                       | 3,800              | l.f. | 12" PVC Cl. 200 Water Main  | 16.19      | 61,522.00           | 3285             | 53,184.15         |
| 42                       | 200                | l.f. | 6" PVC Cl. 200 Water Main   | 9.75       | 1,950.00            | 345              | 3,363.75          |
| 43                       | 400                | l.f. | 12" Ductile Iron Cl. 350 Water Main Restrained Joint for Creek Crossing | 61.00      | 24,400.00           | 400              | 24,400.00         |
| 44                       | 80                 | l.f. | Road Crossing No. 5 18" Steel Casing and Appurtenances by open cut      | 61.84      | 4,947.20            | 50               | 3,092.00          |
| 45                       | 100                | l.f. | Road Crossing No. 6 18" Steel Casing and appurtenances by open cut      | 61.53      | 6,153.00            | 90               | 5,537.70          |
| 46                       | 2                  | each | 12" Gate Valve with Valve Box   | 1,713.36   | 3,426.72            | 1                | 1,713.36          |
| 47                       | 1                  | each | 6" Gate Valve with Valve Box  | 791.62     | 791.62              | 1                | 791.62            |
| 48                       | 1                  | each | 6" x 6" Tapping Sleeve and Valve with Valve Box                         | 1,936.03   | 1,936.03            | 1                | 1,936.03          |
| 49                       | 2                  | each | Main Connection   | 500.00     | 1,000.00            | 2                | 1,000.00          |
| 50                       | 2                  | each | Main Capping (6" or 3" Water Main)                                      | 425.58     | 851.16              | 7                | 2,979.06          |
| 51                       | 2                  | each | Fire Hydrant Assembly   | 2,623.82   | 5,247.64            |                  | 0.00              |
| 52                       | 200                | tons | Class 2 Rip-Rap (Includes Filter Fabric and Stone Bedding)              | 34.00      | 6,800.00            | 76.1             | 2,587.40          |
| 53                       | 600                | l.f. | Silt Fence, Type "A" (Installation and Removal)                         | 4.00       | 2,400.00            | 280              | 1,120.00          |
| 54                       | 300                | l.f. | Silt Fence, Type "B" (Installation and Removal)                         | 3.00       | 900.00              | 200              | 600.00            |
| 55                       | 100                | each | Hay Bales (In Place)  | 6.50       | 650.00              | 30               | 195.00            |
| 56                       | 1                  | l.s. | Traffic Control   | 500.00     | 500.00              | 1                | 500.00            |
| 57                       | 1                  | l.s. | Temporary Erosion Control and Stormwater Monitoring                     | 500.00     | 500.00              | 1                | 500.00            |
| <b>SUB TOTAL PHASE 3</b> |                    |      |   |            | <b>\$125,775.37</b> |                  | <b>105,300.07</b> |

EX 9-3



Rebar Bid Evaluation  
9/2/2009

| Company           | Bid Amount (per CWT) |
|-------------------|----------------------|
| Gerdau Ameristeel | \$ 30.15             |
| OFerrell Rebar    | \$ 29.40             |

✓

**Guardrail  
Bid Evaluation  
8/28/2009**

| Item  | Unit     | Alabama Guardrail Inc. |            |               |
|---|----------|------------------------|------------|---------------|
|   |          | Bid Quantity           | Bid Amount | Cost          |
| Guardrail, Class 2 Type A                     | Lin. Ft. | 2000                   | \$ 21.90   | \$ 43,800.00  |
| Type 10 Series End Anchors                    | Each     | 60                     | \$1,800.00 | \$ 108,000.00 |
| Type 13 End Anchors                           | Each     | 60                     | \$1,675.00 | \$ 100,500.00 |
| Guardrail and Concrete Barrier Type 4a Case 1 | Lin. Ft. | 1600                   | \$ 65.00   | \$ 104,000.00 |
| Guardrail and Concrete Barrier Type 4a Case 3 | Lin. Ft. | 1600                   | \$ 65.00   | \$ 104,000.00 |
| Type 20 Series End Anchors                    | Each     | 100                    | \$2,200.00 | \$ 220,000.00 |
|   |          |                        |            | \$ 680,300.00 |

Only one bid received

Treated Bridge  
Timbers  
Bid Evaluation  
8/28/2009

| Item                     | Quantity<br>MBF | Board Ft<br>Each | Number<br>of Pieces | Stringfellow Lumber |              | Milligan Wood Products |               | Seaman Timber Co.  |               |
|--------------------------|-----------------|------------------|---------------------|---------------------|--------------|------------------------|---------------|--------------------|---------------|
|                          |                 |                  |                     | Unit Price<br>Each  | Total Price  | Unit Price<br>Each     | Total Price   | Unit Price<br>Each | Total Price   |
| 4" x 12" x 16' Stringers | 16              | 64.00            | 250.00              | \$ 53.76            | \$ 13,440.00 | \$ 69.15               | \$ 17,287.50  | \$ 96.00           | \$ 24,000.00  |
| 10" x 10" x 16' Caps     | 3               | 133.33           | 22.50               | \$ 89.33            | \$ 2,009.98  | \$ 130.00              | \$ 2,925.07   | \$ 240.00          | \$ 5,400.14   |
| 3" x 8" x 16' Decking    | 50              | 32.00            | 1,562.50            | \$ 22.08            | \$ 34,500.00 | \$ 31.20               | \$ 48,750.00  | \$ 48.00           | \$ 75,000.00  |
| 3" x 6" x 16' Decking    | 50              | 24.00            | 2,083.33            | \$ 15.48            | \$ 32,250.00 | \$ 23.40               | \$ 48,750.00  | \$ 36.00           | \$ 75,000.00  |
|                          |                 |                  |                     | ✓                   | \$ 82,199.98 |                        | \$ 117,712.57 |                    | \$ 179,400.14 |

EX 9-8

Hydroseeding and Mulching Bid  
 10/1/09 - 9/30/10

| Item                                       | Unit | K & K Excavating |               | Southern Tractor |               | J & R Farm LLC |               |
|--|------|------------------|---------------|------------------|---------------|----------------|---------------|
|  |      | Unit Bid         | Total Bid     | Unit Bid         | Total Bid     | Unit Bid       | Total Bid     |
| Mulching, Class A, Type 2                  | 800  | \$ 349.00        | \$ 279,200.00 | \$ 225.00        | \$ 180,000.00 | \$ 400.00      | \$ 320,000.00 |
| Hydroseeding and Mulching (Mix 2A and 2AT) | 1000 | \$ 649.00        | \$ 649,000.00 | \$ 800.00        | \$ 800,000.00 | \$ 800.00      | \$ 519,200.00 |
|  |      |                  | \$ 928,200.00 |                  | \$ 980,000.00 |                | \$ 839,200.00 |

EX 9-9

**Concrete Pipe  
Bid Evaluation**

**8/28/2009**

| <b>Company</b>          | <b>Percent Discount</b> |
|-------------------------|-------------------------|
| Hanson Pipe and Precast | 6                       |

Only One Bid Received

Silt Fence Furnished and Installed  
Bid Evaluation

8/27/2009

| Company                               | Quantity | Unit Price | Total Price |
|---------------------------------------|----------|------------|-------------|
| Southern Tractor and Landscaping Inc. | 10,000   | \$2.95     | \$29,500.00 |

Only one bid received

EX 9-10

Silt Fence Delivered to Bridge Yard

Bid Evaluation

8/27/2009

| Company                       | Quantity | Unit Price | Total Price |
|-------------------------------|----------|------------|-------------|
| Sunshine Supplies Inc.        | 10,000   | \$0.79     | \$7,900.00  |
| Universal Seed and Supply/ECS | 10,000   | \$0.69     | \$6,900.00  |

**Concrete  
Bid Evaluation  
8/26/2009**

| Item   | Quantity | Ready Mix USA |               | Bama Concrete |               |
|--|----------|---------------|---------------|---------------|---------------|
|  |          | Unit Price    | Total Price   | Unit Price    | Total Price   |
| Precast Nonprestressed Concrete FOB Bridge Yard                  | 1,500    | \$ 110.00     | \$ 165,000.00 | \$ 88.00      | \$ 132,000.00 |
| Precast Nonprestressed Fiber Reinforced Concrete FOB Bridge Yard | 100      | \$ 115.00     | \$ 11,500.00  | \$ 92.50      | \$ 9,250.00   |
| Class A-1a Concrete FOB County Wide                              | 10       | \$ 105.00     | \$ 1,050.00   | \$ 93.00      | \$ 930.00     |
| Class A-1c Concrete FOB County Wide                              | 10       | \$ 105.00     | \$ 1,050.00   | \$ 93.00      | \$ 930.00     |
| Class B-3 Concrete FOB County Wide                               | 10       | \$ 105.00     | \$ 1,050.00   | \$ 89.00      | \$ 890.00     |
| Class A-2a Concrete FOB County Wide                              | 10       | \$ 105.00     | \$ 1,050.00   | \$ 93.00      | \$ 930.00     |
|  |          |               | \$ 180,700.00 | ✓             | \$ 144,930.00 |

EX 9-12



Liquid Asphalt  
Bid Evaluation  
9/4/2008

Low Bid      No Bid

| Item   | Quantity | Hunt Refining Company |                 |                 |                            | Ergon Asphalt & Emulsions, Inc. |            |                 |           |                            |                 |
|--|----------|-----------------------|-----------------|-----------------|----------------------------|---------------------------------|------------|-----------------|-----------|----------------------------|-----------------|
|  |          | Unit Price            | Price           | 3 Percent       | Downtime and Pick Up Costs | Total Cost                      | Unit Price | Total Price     | 3 Percent | Downtime and Pick Up Costs | Total Cost      |
| AC-5 through AC-30 any destination in county by vendor's trucks      | 50       | \$ 405.00             | \$ 20,250.00    | \$ 19,642.50    | \$ -                       | \$ 19,642.50                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| MC-70 through MC - 3000 any destination in county by vendor's trucks | 60       | \$ 620.00             | \$ 37,200.00    | \$ 36,084.00    | \$ -                       | \$ 36,084.00                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| RC-70 through RC-3000 any destination by vendor's trucks             | 30       | \$ 645.00             | \$ 19,350.00    | \$ 18,769.50    | \$ -                       | \$ 18,769.50                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| RS-2 any destination by vendor's trucks                              | 30       | No Bid                | No Bid          | No Bid          | No Bid                     | No Bid                          | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| CRS-2 any destination by vendor's trucks                             | 30       | \$ 410.00             | \$ 12,300.00    | \$ 11,931.00    | \$ -                       | \$ 11,931.00                    | \$ 398.50  | \$ 11,955.00    | \$ -      | \$ -                       | \$ 11,955.00    |
| CRS-2 H any destination by vendor's trucks                           | 50       | \$ 410.00             | \$ 20,500.00    | \$ 19,885.00    | \$ -                       | \$ 19,885.00                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| CRS-2 P any destination by vendor's trucks                           | 500      | \$ 475.00             | \$ 237,500.00   | \$ 230,375.00   | \$ -                       | \$ 230,375.00                   | \$ 412.60  | \$ 206,300.00   | \$ -      | \$ -                       | \$ 206,300.00   |
| MP any destination by vendor's trucks                                | 30       | No Bid                | No Bid          | No Bid          | No Bid                     | No Bid                          | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| MP-1 any destination by vendor's trucks                              | 30       | No Bid                | No Bid          | No Bid          | No Bid                     | No Bid                          | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| Emulsified Petrolium Resin any destination by vendor's trucks        | 50       | No Bid                | No Bid          | No Bid          | No Bid                     | No Bid                          | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| <b>Hunt Refining Company</b>   |          |                       |                 |                 |                            |                                 |            |                 |           |                            |                 |
| AC-5 through AC-30 FOB Vendor's Plant                                | 30       | \$ 385.00             | \$ 11,550.00    | \$ 11,203.50    |                            | \$ 11,203.50                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| MC-70 through MC - 3000 FOB Vendor's Plant                           | 50       | \$ 600.00             | \$ 30,000.00    | \$ 29,100.00    |                            | \$ 29,100.00                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| RC-70 through RC-3000 FOB Vendor's Plant                             | 30       | \$ 625.00             | \$ 18,750.00    | \$ 18,187.50    |                            | \$ 18,187.50                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| RS-2 any destination by vendor's trucks                              | 30       | No Bid                | No Bid          | No Bid          | No Bid                     | No Bid                          | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| CRS-2 FOB Vendor's Plant   | 30       | \$ 390.00             | \$ 11,700.00    | \$ 11,349.00    | \$ 106.15                  | \$ 14,437.97                    | \$ 376.00  | \$ 11,280.00    | \$ -      | \$ 259.06                  | \$ 19,051.80    |
| CRS-2 H FOB Vendor's Plant   | 30       | \$ 390.00             | \$ 11,700.00    | \$ 11,349.00    | \$ -                       | \$ 11,349.00                    | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| CRS-2 P FOB Vendor's Plant   | 3000     | \$ 455.00             | \$ 1,365,000.00 | \$ 1,324,050.00 | \$ 106.15                  | \$ 1,632,946.50                 | \$ 390.00  | \$ 1,170,000.00 | \$ -      | \$ 259.06                  | \$ 1,947,180.00 |
| MP FOB Vendor's Plant  | 30       | No Bid                | No Bid          | No Bid          | No Bid                     | No Bid                          | No Bid     | No Bid          | No Bid    | No Bid                     | No Bid          |
| <b>Ergon Asphalt &amp; Emulsions, Inc.</b>                           |          |                       |                 |                 |                            |                                 |            |                 |           |                            |                 |

EX 9-13

**Plant Mix Bid Evaluation**  
26-Aug-09

| FOB Any Destination North of River - Vendors Trucks |          |            |                 | ST Bunn    |                 | APAC Mid South, Inc. |  |
|---|----------|------------|-----------------|------------|-----------------|----------------------|--|
|   | Quantity | Unit Price | Bid Amount      | Unit Price | Bid Amount      |                      |  |
| 429 A Bituminous Concrete Asphalt                   | 94000    | \$ 53.95   | \$ 5,071,300.00 | \$ 54.00   | \$ 5,076,000.00 |                      |  |
| 429 B Bituminous Concrete Asphalt                   | 10000    | \$ 50.00   | \$ 500,000.00   | \$ 47.50   | \$ 475,000.00   |                      |  |
| 327 A Plant Mix Bituminous Base                     | 1500     | \$ 50.00   | \$ 75,000.00    | \$ 46.50   | \$ 69,750.00    |                      |  |
|   |          |            | \$ 5,646,300.00 |            | \$ 5,620,750.00 |                      |  |

| FOB Any Destination South of River - Vendors Trucks |          |            |                 | ST Bunn    |                 | APAC Mid South, Inc. |  |
|---|----------|------------|-----------------|------------|-----------------|----------------------|--|
|   | Quantity | Unit Price | Bid Amount      | Unit Price | Bid Amount      |                      |  |
| 429 A Bituminous Concrete Asphalt                   | 94000    | \$ 52.95   | \$ 4,977,300.00 | \$ 54.00   | \$ 5,076,000.00 |                      |  |
| 429 B Bituminous Concrete Asphalt                   | 10000    | \$ 49.00   | \$ 490,000.00   | \$ 47.50   | \$ 475,000.00   |                      |  |
| 327 A Plant Mix Bituminous Base                     | 1500     | \$ 49.00   | \$ 73,500.00    | \$ 46.50   | \$ 69,750.00    |                      |  |
|   |          |            | \$ 5,540,800.00 |            | \$ 5,620,750.00 |                      |  |

| Delivered and In Place - North of River |          |            |                 | ST Bunn    |                 | APAC Mid South, Inc. |  |
|---|----------|------------|-----------------|------------|-----------------|----------------------|--|
|   | Quantity | Unit Price | Bid Amount      | Unit Price | Bid Amount      |                      |  |
| 429 A Bituminous Concrete Asphalt       | 90000    | \$ 65.37   | \$ 5,883,300.00 | \$ 69.00   | \$ 6,210,000.00 |                      |  |
| 429 B Bituminous Concrete Asphalt       | 10000    | \$ 61.40   | \$ 614,000.00   | \$ 62.50   | \$ 625,000.00   |                      |  |
| 327 A Plant Mix Bituminous Base         | 1000     | \$ 61.40   | \$ 61,400.00    | \$ 61.50   | \$ 61,500.00    |                      |  |
|   |          |            | \$ 6,558,700.00 |            | \$ 6,896,500.00 |                      |  |

| Delivered and In Place - South of River |          |            |                 | ST Bunn    |                 | APAC Mid South, Inc. |  |
|---|----------|------------|-----------------|------------|-----------------|----------------------|--|
|   | Quantity | Unit Price | Bid Amount      | Unit Price | Bid Amount      |                      |  |
| 429 A Bituminous Concrete Asphalt       | 90000    | \$ 64.90   | \$ 5,841,000.00 | \$ 69.00   | \$ 6,210,000.00 |                      |  |
| 429 B Bituminous Concrete Asphalt       | 10000    | \$ 60.90   | \$ 609,000.00   | \$ 62.50   | \$ 625,000.00   |                      |  |
| 327 A Plant Mix Bituminous Base         | 1000     | \$ 60.90   | \$ 60,900.00    | \$ 61.50   | \$ 61,500.00    |                      |  |
|   |          |            | \$ 6,510,900.00 |            | \$ 6,896,500.00 |                      |  |

| FOB Vendors Plant                 |          |            |               | ST Bunn    |               | APAC Mid South, Inc. |  |
|-----------------------------------|----------|------------|---------------|------------|---------------|----------------------|--|
|                                   | Quantity | Unit Price | Bid Amount    | Unit Price | Bid Amount    |                      |  |
| 429 A Bituminous Concrete Asphalt | 1000     | \$ 49.00   | \$ 49,000.00  | \$ 43.88   | \$ 43,880.00  |                      |  |
| 429 B Bituminous Concrete Asphalt | 1000     | \$ 45.00   | \$ 45,000.00  | \$ 37.40   | \$ 37,400.00  |                      |  |
| 327 A Plant Mix Bituminous Base   | 1000     | \$ 45.00   | \$ 45,000.00  | \$ 36.47   | \$ 36,470.00  |                      |  |
|                                   |          |            | \$ 139,000.00 |            | \$ 117,750.00 |                      |  |

**TOTAL**                    \$24,395,700.00                    \$25,152,250.00

EX 9-14

Crushed Stone Bid  
9/4/2008

| Vendor                         |          | ST Burn           |               |                                     |                     |          |                   |               |                                     |                     |          |                   |               |                                     |                     |
|--------------------------------|----------|-------------------|---------------|-------------------------------------|---------------------|----------|-------------------|---------------|-------------------------------------|---------------------|----------|-------------------|---------------|-------------------------------------|---------------------|
| Item                           | Quantity | Unit Price Zone 1 | Bid Amount    | Unit Price Credit for County Pickup | County Pickup Price | Quantity | Unit Price Zone 2 | Bid Amount    | Unit Price Credit for County Pickup | County Pickup Price | Quantity | Unit Price Zone 3 | Bid Amount    | Unit Price Credit for County Pickup | County Pickup Price |
| AL #1 - #610 (washed)          | 4000     |                   |               |                                     |                     | 2000     |                   |               |                                     |                     | 2000     |                   |               |                                     |                     |
| AL #7 - #10 (washed)           | 10000    |                   |               |                                     |                     | 5000     |                   |               |                                     |                     | 5000     |                   |               |                                     |                     |
| AL #7 - #10 (unwashed)         | 20000    |                   |               |                                     |                     | 10000    |                   |               |                                     |                     | 10000    |                   |               |                                     |                     |
| Class 1 Rip rap                | 500      | \$ 13.00          | \$ 195,000.00 | \$ 4.50                             | \$ 8.50             | 10000    | \$ 13.50          | \$ 135,000.00 | \$ 5.00                             | \$ 8.50             | 10000    | \$ 14.80          | \$ 148,000.00 | \$ 6.30                             | \$ 8.50             |
| Class 2 Rip rap                | 5000     | \$ 18.50          | \$ 9,250.00   |                                     |                     | 500      | \$ 19.00          | \$ 9,500.00   |                                     |                     | 500      | \$ 20.30          | \$ 10,150.00  |                                     |                     |
| Crusher Run 3/4                | 5000     | \$ 18.50          | \$ 92,500.00  |                                     |                     | 2500     | \$ 19.00          | \$ 47,500.00  |                                     |                     | 2500     | \$ 20.30          | \$ 50,750.00  |                                     |                     |
| Crusher Run 1 1/2              | 500      |                   |               | \$ 4.50                             | \$ 8.40             | 15000    | \$ 13.40          | \$ 201,000.00 | \$ 5.00                             | \$ 8.40             | 15000    |                   |               | \$ 6.30                             | \$ 8.40             |
| Crushed aggregate base, Type B | 6000     |                   |               | \$ 4.50                             | \$ 8.40             | 500      | \$ 13.40          | \$ 6,700.00   | \$ 5.00                             | \$ 8.40             | 500      |                   |               | \$ 6.30                             | \$ 8.40             |
|                                |          |                   |               |                                     |                     | 3000     | \$ 13.40          | \$ 40,200.00  | \$ 5.00                             | \$ 8.40             | 3000     |                   |               | \$ 6.30                             | \$ 8.40             |

| Vendor                         |          | Vulcan Materials  |               |                                     |                     |          |                   |               |                                     |                     |          |                   |               |                                     |                     |
|--------------------------------|----------|-------------------|---------------|-------------------------------------|---------------------|----------|-------------------|---------------|-------------------------------------|---------------------|----------|-------------------|---------------|-------------------------------------|---------------------|
| Item                           | Quantity | Unit Price Zone 1 | Bid Amount    | Unit Price Credit for County Pickup | County Pickup Price | Quantity | Unit Price Zone 2 | Bid Amount    | Unit Price Credit for County Pickup | County Pickup Price | Quantity | Unit Price Zone 3 | Bid Amount    | Unit Price Credit for County Pickup | County Pickup Price |
| AL #1 - #610 (washed)          | 4000     | \$ 12.50          | \$ 50,000.00  | \$ 4.00                             | \$ 8.50             | 2000     | \$ 13.50          | \$ 27,000.00  | \$ 5.00                             | \$ 8.50             | 2000     | \$ 14.25          | \$ 28,500.00  | \$ 5.75                             | \$ 8.50             |
| AL #7 - #10 (washed)           | 10000    | \$ 14.00          | \$ 140,000.00 | \$ 4.00                             | \$ 10.00            | 5000     | \$ 15.00          | \$ 75,000.00  | \$ 5.00                             | \$ 10.00            | 5000     | \$ 15.75          | \$ 78,750.00  | \$ 5.75                             | \$ 10.00            |
| AL #7 - #10 (unwashed)         | 20000    | \$ 12.50          | \$ 250,000.00 | \$ 4.00                             | \$ 8.50             | 10000    | \$ 13.50          | \$ 135,000.00 | \$ 5.00                             | \$ 8.50             | 10000    | \$ 14.25          | \$ 142,500.00 | \$ 5.75                             | \$ 8.50             |
| Class 1 Rip rap                | 500      |                   |               | \$ 10.00                            | \$ 11.00            | 500      |                   |               | \$ 11.00                            | \$ 11.00            | 500      |                   |               | \$ 11.75                            | \$ 11.00            |
| Class 2 Rip rap                | 5000     |                   |               | \$ 10.00                            | \$ 11.00            | 2500     |                   |               | \$ 11.00                            | \$ 11.00            | 2500     |                   |               | \$ 11.75                            | \$ 11.00            |
| Crusher Run 3/4                | 30000    | \$ 12.50          | \$ 375,000.00 |                                     |                     | 15000    |                   |               |                                     |                     | 15000    | \$ 14.25          | \$ 213,750.00 |                                     |                     |
| Crusher Run 1 1/2              | 500      | \$ 12.50          | \$ 6,250.00   |                                     |                     | 500      |                   |               |                                     |                     | 500      | \$ 14.25          | \$ 7,125.00   |                                     |                     |
| Crushed aggregate base, Type B | 6000     | \$ 12.50          | \$ 75,000.00  |                                     |                     | 3000     |                   |               |                                     |                     | 3000     | \$ 14.25          | \$ 42,750.00  |                                     |                     |

| Vendor                         |          | Martin Marietta Materials |            |                                     |                     |          |                   |            |                                     |                     |          |                   |            |                                     |                     |
|--------------------------------|----------|---------------------------|------------|-------------------------------------|---------------------|----------|-------------------|------------|-------------------------------------|---------------------|----------|-------------------|------------|-------------------------------------|---------------------|
| Item                           | Quantity | Unit Price Zone 1         | Bid Amount | Unit Price Credit for County Pickup | County Pickup Price | Quantity | Unit Price Zone 2 | Bid Amount | Unit Price Credit for County Pickup | County Pickup Price | Quantity | Unit Price Zone 3 | Bid Amount | Unit Price Credit for County Pickup | County Pickup Price |
| AL #1 - #610 (washed)          | 4000     |                           |            |                                     |                     | 2000     |                   |            |                                     |                     | 2000     |                   |            |                                     |                     |
| AL #7 - #10 (washed)           | 10000    |                           |            |                                     |                     | 5000     |                   |            |                                     |                     | 5000     |                   |            |                                     |                     |
| Class 1 Rip rap                | 500      |                           |            |                                     |                     | 500      |                   |            |                                     |                     | 500      |                   |            |                                     |                     |
| Class 2 Rip rap                | 5000     |                           |            |                                     |                     | 2500     |                   |            |                                     |                     | 2500     |                   |            |                                     |                     |
| Crusher Run 3/4                | 30000    |                           |            |                                     |                     | 15000    |                   |            |                                     |                     | 15000    |                   |            |                                     |                     |
| Crusher Run 1 1/2              | 500      |                           |            |                                     |                     | 500      |                   |            |                                     |                     | 500      |                   |            |                                     |                     |
| Crushed aggregate base, Type B | 6000     |                           |            |                                     |                     | 3000     |                   |            |                                     |                     | 3000     |                   |            |                                     |                     |

Low Bid

EX 9-15

**DUMP TRUCK RENTAL BID SHEET**

| DESCRIPTION                            | HOURLY RENTAL RATE |
|--|--------------------|
| 20 C.Y. Minimum Capacity<br>Dump Truck | \$ 69.00           |

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process.

Company Name: **PEARCE TRUCKING CO.**  
P. O. Box 70093

Mailing Address: Tuscaloosa, AL 35407

Telephone: 345-4738

Name: Rick Pearce

Title: President

Date: 9/15/09

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID MP  
PEARC-1

DATE (MM/DD/YYYY)  
09/09/09

**PRODUCER**  
Chafin Insurance Agency  
P O Box 570  
165 South Main Street  
Graysville AL 35073  
Phone: 205-674-7851 Fax: 205-674-6820

**INSURED**  
Pearce Trucking, Inc.  
P.C. Box 70093  
Tuscaloosa AL 35407

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

| INSURER A   | INSURER B             | INSURER C                        | INSURER D | INSURER E | NAIC # |
|-------------|-----------------------|----------------------------------|-----------|-----------|--------|
| Auto Owners | Progressive Insurance | Great Lakes Reinsurance (UK) PLC |           |           | 18988  |
|             |                       |                                  |           |           | 32786  |
|             |                       |                                  |           |           |        |
|             |                       |                                  |           |           |        |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| RISK LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|--|
| A        |             | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 38201220      | 04/06/09                         | 04/06/10                          | EACH OCCURRENCE \$ 1000000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADY INJURY \$ 1000000<br>GENERAL AGGREGATE \$ 1000000<br>PRODUCTS - COMP/OP AGG \$ 1000000   |
| B        |             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                   | 01528527-7    | 02/21/09                         | 02/21/10                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$<br>WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   |  |
|          |             | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$   |               |                                  |                                   |  |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   |  |
| C        |             | <b>OTHER</b><br><b>PHYSICAL DAMAGE</b>   | RK02531A08    | 10/08/08                         | 10/08/09                          | ACV LESS \$2500 DED  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

TUSC. C

TUSCALOOSA COUNTY COMMISSION  
P.O. BOX 201103  
TUSCALOOSA AL 35402

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Ray A. Chafin*

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

EX 9-16

Client#: 1617

PEARTRUC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/08/2009

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>205-263-5104<br>Palomar Insurance Corporation<br>3800 Colonnade Parkway, Suite #350<br>Birmingham, AL 35243 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |  |
|  | <b>INSURED</b><br>Pearce Trucking, Inc.<br>Mr Rick Pearce<br>P. O. Box 70093<br>Tuscaloosa, AL 35407  | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: <b>Alabama Trucking Association</b><br>INSURER B: <b>Midwest Employers Casualty Co.</b><br>INSURER C:<br>INSURER D:<br>INSURER E: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSR | TYPE OF INSURANCE  | POLICY NUMBER                   | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |  |
|----------|------------|--|---------------------------------|----------------------------------|-----------------------------------|--|--|
|          |            | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                 |                                  |                                   | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$                   |  |
|          |            | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                                 |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |  |
|          |            | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                                 |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |  |
|          |            | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |                                 |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$   |  |
| A        | B          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER  | 00300WCATAPEAR009<br>PFAL126031 | 01/01/09<br>01/01/09             | 01/01/10<br>01/01/10              | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000 |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>Tuscaloosa County Commission<br>P O Box 201103<br>Tuscaloosa, AL 35402 | <b>CANCELLATION 10 Days for Non-Payment</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br><i>David W. Brumback</i> |
|---|--|

EX 9-16

DUMP TRUCK RENTAL BID SHEET

RECEIVED  
AUG 31 2009  
RACON

| DESCRIPTION                            | HOURLY RENTAL RATE |
|--|--------------------|
| 20 C.Y. Minimum Capacity<br>Dump Truck | \$ 85.00           |

The Bidder understands that the county reserves the right to reject any and all bids and to waive any informalities involved in the bidding process.

Company Name: RACON, INC.

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

Telephone: (205) 333-8500

Name: [Signature]

Title: Vice President

Date: 9-15-09

**RESOLUTION**

WHEREAS, THE Tuscaloosa County Commission is eligible to apply for grant funds under the Recreational Trails Program through the Alabama Department of Economic and Community Affairs; and

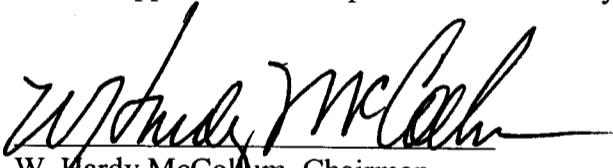
WHEREAS, THE Tuscaloosa County Park and Recreation Authority supports and endorses the application for said grant funds to be utilized for the construction of a non-motorized diverse use trail in Newt Hinton Park in Tuscaloosa Alabama; and

WHEREAS, the Tuscaloosa County Commission is eligible for grant funding up to \$100,000 with a match requirement of 20% for the above said project;

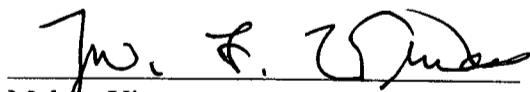
NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the proposed application package for the funding assistance required for the Tuscaloosa County Park and Recreation Authority and pledges the local match which is required as part of the application package.

BE IT FURTHER RESOLVED that the Tuscaloosa county Commission authorizes the Chairman, W. Hardy McCollum, to execute any and all documents as required to provide for the submission and approval of the proposed project.

Approved and adopted this the 16<sup>th</sup> day of September, 2009

  
W. Hardy McCollum, Chairman  
Tuscaloosa county Commission

SEAL

  
Melvin Vines  
County Administrator





# TOWN OF WOODSTOCK

ESTABLISHED 1996

*A Town For All People*

**TOWN COUNCIL:**

CHARLES DAVIS  
DAPHNE BROOKS  
RONNIE KINARD  
ERNESTINE JOHNSON  
JIM THIGPEN

*Mayor*  
RICKEY KORNEGAY

September 14, 2009

Mr. James Fuller  
TUSCALOOSA COUNTY  
ENGINEERING DEPARTMENT  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35402

**RE: FEE WAIVER REQUEST**

Dear Mr. Fuller:

As you are by now aware, the Town of Woodstock, with the cooperation of the Tuscaloosa County Board of Education, plans to construct a sewer main to serve Eastern Elementary School. The current design for the sewer main requires county right-of-way encroachment along Gary Youngblood Parkway. I am writing you to request that the County grant the Town of Woodstock a full waiver of all permitting fees associated with the installation along Gary Youngblood Parkway.

I understand that your office has received the permit application form along with design drawings for the proposed sewer main. Please feel free to call me at 205-938-9790 should you have any questions or need additional information.

Sincerely,

Ronnie Kinard – President Pro-Tem  
Town of Woodstock

STATE OF ALABAMA

REVISED JANUARY 2000

COUNTY OF TUSCALOOSA

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

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

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the COUNTY OF TUSCALOOSA, the STATE OF ALABAMA,

Hereinafter referred to as "Grantor:

and Town of Woodstock

doing business at \_\_\_\_\_ hereinafter referred to as Grantee".

1. RIGHT OF WAY: In consideration of the sum of \$2.00 per linear foot, Grantor hereby grants, permits and conveys to Grantee a permit for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing 1,290' of 8" PVC sewer force main, 80' of 16" steel pipe encasement and related appurtenances

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

South right-of-way of Gary Youngblood parkway at Eastern Elementary School

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

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

received  
9-2-09

**TUSCALOOSA COUNTY COMMISSION  
BUDGET FYE 9-30-2009**

| <u>FUND</u>              | <u>08 BUDGET</u>       | <u>09 BUDGET</u>       | <u>10 BUDGET</u>       |
|--------------------------|------------------------|------------------------|------------------------|
| 001 GENERAL              | \$48,953,300.00        | \$51,579,500.00        | \$45,761,800.00        |
| 112 ROAD & BRIDGE        | \$18,209,044.00        | \$17,665,044.00        | \$14,244,200.00        |
| 116 CAPITAL IMPROVEMENT  | \$520,000.00           | \$550,000.00           | \$502,000.00           |
| 117 RRR GAS TAX          | \$2,555,000.00         | \$2,555,000.00         | \$2,354,900.00         |
| 120 REAPPRAISAL          | \$3,249,735.00         | \$3,235,145.00         | \$3,235,000.00         |
| 160 COMM DEVELOP         | \$300,000.00           | \$3,000,000.00         | \$1,225,000.00         |
| 301 DEBT SERVICE         | \$1,810,174.00         | \$912,410.00           |                        |
| 720 EXCESS LAND          | \$7,500.00             | \$7,500.00             | \$2,000.00             |
| 730 FIDUCIARY            | \$500.00               | \$500.00               | \$500.00               |
| 750 PISTOL PERMIT        | \$225,500.00           | \$225,500.00           | \$250,000.00           |
| 755 UNCLAIM WITNESS      | \$100.00               | \$100.00               |                        |
| 761 DA WORTH CK          | \$602,166.00           | \$500,000.00           |                        |
| 780 E911                 | \$886,700.00           | \$922,600.00           | \$933,500.00           |
| 781 GAS TAX BOND         | \$4,600.00             | \$4,600.00             | \$300.00               |
| 783 INSURANCE            | \$4,687,000.00         | \$4,787,000.00         | \$4,667,000.00         |
| 784 TAX COLL SPEC        | \$7,100.00             | \$7,100.00             | \$7,100.00             |
| 785 TAX ASSR SPEC        | \$7,100.00             | \$7,100.00             | \$7,100.00             |
| 786 MFG HOMES TRUST      | \$4,000.00             | \$4,000.00             | \$3,600.00             |
| 787 MOTOR VEH SPEC TRAIN | \$5,000.00             | \$5,000.00             | \$7,600.00             |
| <b>TOTAL</b>             | <u>\$82,034,519.00</u> | <u>\$85,968,099.00</u> | <u>\$73,201,600.00</u> |

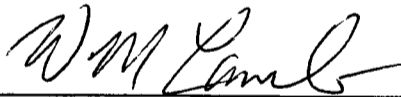
EX 9-18

MONTH OF: **AUGUST, 2009**

| FUND                    | CHECK NUMBERS | AMOUNT         |
|-------------------------|---------------|----------------|
| 001 GENERAL FUND        | 546-911       | \$2,288,103.88 |
| SPECIAL SALES TAX       | 18            | \$2,000,000.00 |
| 112 ROAD & BRIDGE       | 7644-7856     | \$1,851,053.79 |
| 116 CAPITAL IMPROVEMENT | 3004-3005     | \$1,250,000.00 |
| 117 RRR GAS TAX         | 293-294       | \$425,000.00   |
| 120 REAPPRAISAL         | 1258-1279     | \$162,331.28   |
| 160 COMMUNITY DEVELOP   | 1531          | \$676,763.23   |
| 710 PAYROLL-CHECKS      | 90681-90731   | \$1,305,148.45 |
|                         | 48095-48260   | \$141,058.39   |
|                         | 19568-20436   | \$905,433.07   |
| 720 EXCESS LAND SALES   |               |                |
| 750 PISTOL PERMIT       | 3406-3427     | \$32,656.26    |
| 761 DA WORTHLESS CK     | 2570-2572     | \$43,679.57    |
| 780 E911                | 4214-4223     | \$93,968.51    |
| 781 GAS TAX BONDING     |               |                |
| 783 WORKMEN'S COMP      | 5511          | \$12,365.76    |
| 784 TAX COLL SPECIAL    |               |                |
| 785 TAX ASSR SPECIAL    | 1632-1635     | \$501.99       |
| 786 MFG HOMES           |               |                |
| 787 MOTOR VEH TRAINING  |               |                |

\$11,188,064.18

CHECKED BY:



WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, DON WALLACE



COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



EX 9-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEE

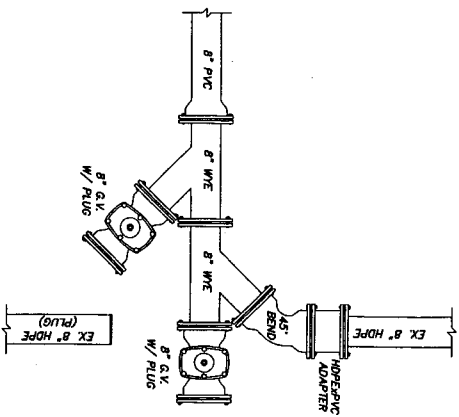
By: Ronnie Kinsal  
Mayor Pro-Tempore, Town of Woodstock

TUSCALOOSA COUNTY, ALABAMA

By: \_\_\_\_\_  
Bobby C. Hagler  
County Engineer



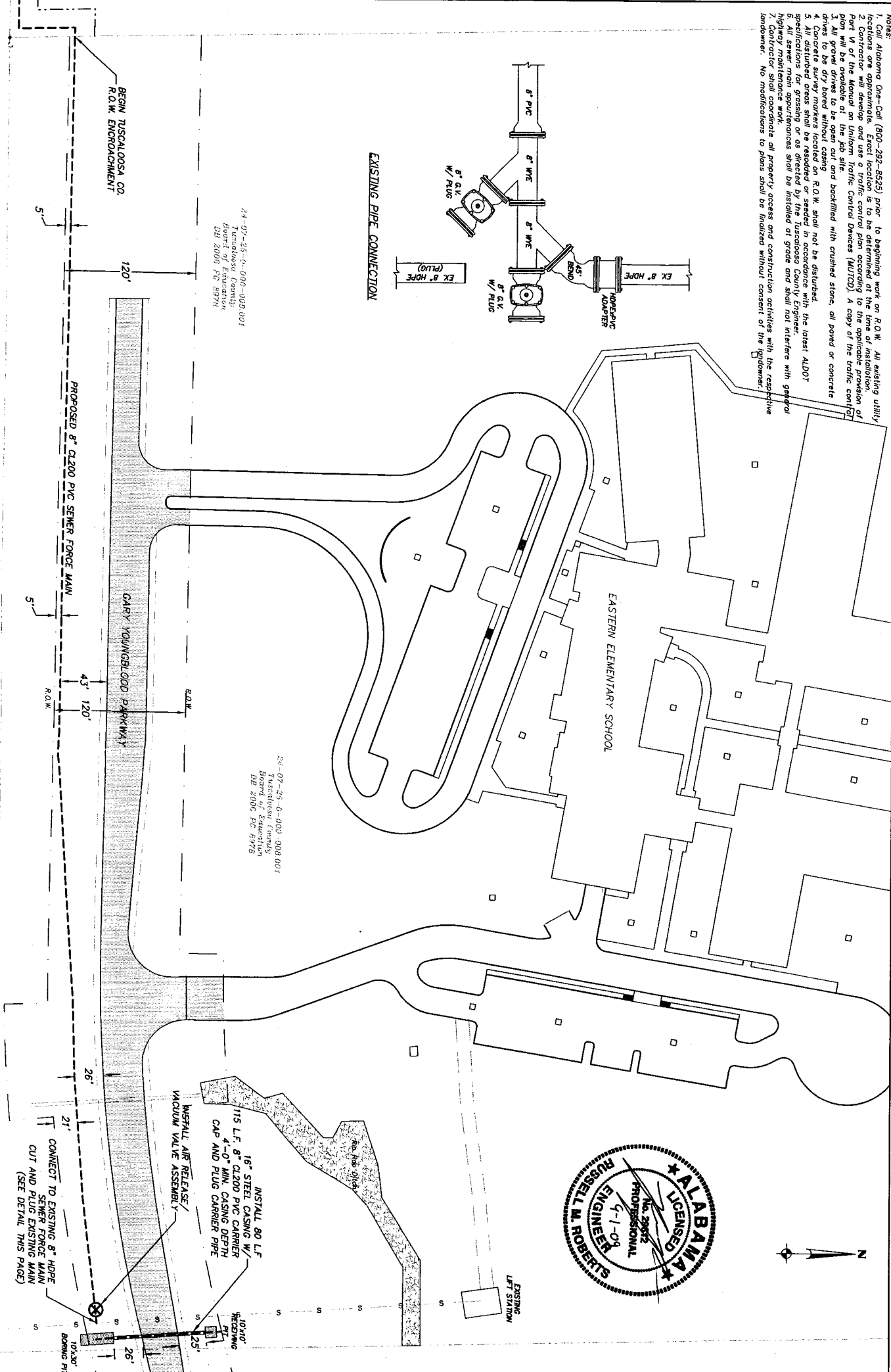
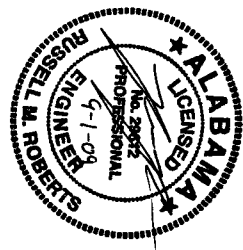
- Notes:
1. Call Alabama One-Call (800-292-8525) prior to beginning work on R.O.W. All existing utility locations are approximate. Exact location is to be determined at the time of installation.
  2. The contractor shall use a traffic control plan according to the applicable provision of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). A copy of the traffic control plan will be available at the job site.
  3. All gravel drives to be open cut and backfilled with crushed stone, all paved or concrete drives to be dry bored without casing.
  4. Concrete survey markers located on R.O.W. shall not be disturbed.
  5. All disturbed areas shall be resodded or seeded in accordance with the latest ALDOT specifications for grassing or as directed by the Tuscaloosa County Engineer.
  6. All utility lines for gas, water, sewer, and storm shall be installed at grade and shall not interfere with general highway maintenance work.
  7. Contractor shall coordinate all property access and construction activities with the respective landowner. No modifications to plans shall be finalized without consent of the landowner.



EXISTING PIPE CONNECTION

24-07-25-G-000-005 001  
Tuscaloosa County  
Board of Education  
DB 2006 PB 8974

24-07-25-G-000 008 001  
Tuscaloosa County  
Board of Education  
DB 2006 PB 8975



CONNECT TO EXISTING 8" HDPE  
SEWER FORCE MAIN  
CUT AND PLUG EXISTING MAIN  
(SEE DETAIL THIS PAGE)

INSTALL 80 L.F.  
18" STEEL CASING W/  
4'-0" MIN. CASING DEPTH  
CAP AND PLUG CARRIER PIPE

INSTALL AIR RELEASE/  
VACUUM VALVE ASSEMBLY

10'x10'  
BORING PIT



Goodwin Mills  
CANNON, Inc.

ENGINEERING  
ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
PLANNING  
INTERIOR DESIGN  
ENVIRONMENTAL  
GEOTECHNICAL

2701 First Avenue South  
Suite 100  
Birmingham, Alabama 35233  
Phone: (205) 874-4462  
Fax: (205) 874-4463

- Archdiocese
- Etahala
- Huntsville
- Mobile
- Montgomery
- Prichard
- Vannoy
- Greenwood, Florida
- Nashville, Tennessee
- Greenville, South Carolina

WOODSTOCK  
SEWER  
IMPROVEMENTS  
PHASE III

TOW OF WOODSTOCK

**B-08-003**

Horizontal Scale: 1"=100'

| Issue       | Date   |
|-------------|--------|
| Preliminary | 9/1/09 |
| Final       |        |

Engineer: RMR  
Drawn by: RTS

TUSCALOOSA  
COUNTY  
PERMIT  
APPLICATION

Sheet 1 of 1

EX 9-20

**Allan Springer**

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**From:** James Fuller  
**Sent:** Tuesday, September 15, 2009 8:55 AM  
**To:** Allan Springer  
**Subject:** Woodstock Sewer

1370 ft @\$2.00 = \$2740.00 Linear foot fee.

9/15/2009

EX 9-20

**Traffic Striping  
Bid Evaluation  
8/26/2009**

| Item                                      | Quantity | Ozark Striping Company |   | Highway Management Systems |               |
|---|----------|------------------------|---|----------------------------|---------------|
|   |          | Unit Price             | Total Price                                       | Unit Price                 | Total Price   |
| Solid White Class 2 Type A                | 50       | \$ 1,750.00            | \$ 87,500.00                                      | \$ 1,850.00                | \$ 92,500.00  |
| Broken Yellow Class 2 Type A              | 50       | \$ 950.00              | \$ 47,500.00                                      | \$ 950.00                  | \$ 47,500.00  |
| Broken White Class 2 Type A               | 10       | \$ 950.00              | \$ 9,500.00                                       | \$ 950.00                  | \$ 9,500.00   |
| Solid Yellow Class 2 Type A (0.06" thick) | 50       | \$ 1,585.00            | \$ 79,250.00                                      | \$ 1,650.00                | \$ 82,500.00  |
| Solid Yellow Class 2 Type A (0.09" thick) | 50       | \$ 1,750.00            | \$ 87,500.00                                      | \$ 1,850.00                | \$ 92,500.00  |
| Dotted White                              | 1,200    | \$ 1.50                | \$ 1,800.00                                       | \$ 1.00                    | \$ 1,200.00   |
| Broken Temporary                          | 25       | \$ 750.00              | \$ 18,750.00                                      | \$ 700.00                  | \$ 17,500.00  |
| Solid Temporary                           | 25       | \$ 820.00              | \$ 20,500.00                                      | \$ 800.00                  | \$ 20,000.00  |
| 703A Traffic Control Markings             | 5,000    | \$ 4.00                | \$ 20,000.00                                      | \$ 4.00                    | \$ 20,000.00  |
| 703B Traffic Control Legends              | 1,000    | \$ 4.50                | \$ 4,500.00                                       | \$ 4.00                    | \$ 4,000.00   |
| 703D Traffic Control Markings             | 1,000    | \$ 2.50                | \$ 2,500.00                                       | \$ 2.00                    | \$ 2,000.00   |
| 703E Traffic Control Legends              | 1,000    | \$ 2.50                | \$ 2,500.00                                       | \$ 2.00                    | \$ 2,000.00   |
| Pavement Markers Type 1B                  | 1,000    | \$ 5.50                | \$ 5,500.00                                       | \$ 5.00                    | \$ 5,000.00   |
| Pavement Markers Type 2D                  | 1,000    | \$ 5.50                | \$ 5,500.00                                       | \$ 5.00                    | \$ 5,000.00   |
|   |          |                        | <input checked="" type="checkbox"/> \$ 392,800.00 |                            | \$ 401,200.00 |

**Low Bid**

**Signs  
Bid Evaluation  
8/26/2009**

| Item   | Quantity | Custom Products Corp. |              | Traffic Signs                       |              | Vulcan Signs |              | G & C Supply Co., Inc. |              |
|--|----------|-----------------------|--------------|-------------------------------------|--------------|--------------|--------------|------------------------|--------------|
|  |          | Unit Price            | Total Price  | Unit Price                          | Total Price  | Unit Price   | Total Price  | Unit Price             | Total Price  |
| Regulatory Signs (Engineer grade reflectorized sheeting)                   | 2,500    | \$ 3.09               | \$ 7,725.00  | \$ 3.04                             | \$ 7,600.00  | \$ 3.34      | \$ 8,350.00  | \$ 3.25                | \$ 8,125.00  |
| Regulatory Signs (High Intensity reflectorized sheeting)                   | 2,000    | \$ 4.16               | \$ 8,320.00  | \$ 3.89                             | \$ 7,780.00  | \$ 4.01      | \$ 8,020.00  | \$ 4.20                | \$ 8,400.00  |
| Warning Signs (Engineer Grade)   | 3,000    | \$ 3.09               | \$ 9,270.00  | \$ 3.04                             | \$ 9,120.00  | \$ 3.34      | \$ 10,020.00 | \$ 3.30                | \$ 9,900.00  |
| Warning Signs (High Intensity)   | 3,000    | \$ 4.16               | \$ 12,480.00 | \$ 3.89                             | \$ 11,670.00 | \$ 4.01      | \$ 12,030.00 | \$ 4.20                | \$ 12,600.00 |
| Guide Signs  | 100      | \$ 8.16               | \$ 816.00    | \$ 3.04                             | \$ 304.00    | \$ 4.26      | \$ 426.00    | \$ 3.25                | \$ 325.00    |
| Work Area Signs (High Intensity)   | 500      | \$ 4.16               | \$ 2,080.00  | \$ 3.89                             | \$ 1,945.00  | \$ 4.01      | \$ 2,005.00  | \$ 4.39                | \$ 2,195.00  |
| School Area Signs  | 500      | \$ 4.16               | \$ 2,080.00  | \$ 3.04                             | \$ 1,520.00  | \$ 3.34      | \$ 1,670.00  | \$ 3.25                | \$ 1,625.00  |
| Marking Signs  | 500      | \$ 4.16               | \$ 2,080.00  | \$ 3.04                             | \$ 1,520.00  | \$ 3.34      | \$ 1,670.00  | \$ 3.25                | \$ 1,625.00  |
| Road Name Signs (9" blades)  | 500      | \$ 12.09              | \$ 6,045.00  | \$ 10.42                            | \$ 5,210.00  | \$ 9.25      | \$ 4,625.00  | \$ 10.15               | \$ 5,075.00  |
| Extruded U Channel Post Cap, Heavy Duty, 180 degree for 9" extruded blades | 2,000    | \$ 4.06               | \$ 8,120.00  | \$ 3.75                             | \$ 7,500.00  | \$ 3.70      | \$ 7,400.00  | \$ 3.69                | \$ 7,380.00  |
| Extruded U Channel Post Cap, Heavy Duty, 90 degree for 9" extruded blades  | 1,000    | \$ 4.06               | \$ 4,060.00  | \$ 3.75                             | \$ 3,750.00  | \$ 3.70      | \$ 3,700.00  | \$ 3.69                | \$ 3,690.00  |
| Extruded Cross Bracket, Heavy Duty 90 degree for 9" extruded blades        | 1,000    | \$ 4.13               | \$ 4,130.00  | \$ 3.80                             | \$ 3,800.00  | \$ 3.80      | \$ 3,800.00  | \$ 3.69                | \$ 3,690.00  |
| Extruded Cross Bracket, Heavy Duty 45 degree for 9" extruded blades        | 100      | \$ 4.13               | \$ 413.00    | \$ 3.80                             | \$ 380.00    | \$ 3.80      | \$ 380.00    | \$ 3.69                | \$ 369.00    |
| <b>TOTAL</b>   |          |                       | \$ 67,619.00 | <input checked="" type="checkbox"/> | \$ 62,099.00 |              | \$ 64,096.00 |                        | \$ 64,999.00 |

EX 9-22