TUSCALOOSA COUNTY COMMISSION MEETING

MARCH 8, 2017

TUSCALOOSA COUNTY §
STATE OF ALABAMA 8

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:

Stan Acker Jerry Tingle Mark C. Nelson Reginald Murray

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss board appointments.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to levy county license fees for alcoholic beverages for fiscal year 2017-2018 in the amounts shown in the exhibit as attached.

Exhibit 3-1, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Emsley Subdivision, Resurvey.

Exhibit 3-2, Page

Chairman W. Hardy McCollum presented Tuscaloosa County Road Foreman Tony Green a twenty-five year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

The County Commission received bids for motor graders and backhoes and referred them to the Engineering Department for review.

Exhibit 3-3, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve purchase of Stream Mitigation Credits in the amount of \$381,774.70 for the Brookwood Parkway project.

Exhibit 3-4, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize County Chief Financial Officer Bill Lamb to disperse \$25,000.00 that was allocated in the 2015-2016 fiscal year budget to T-SNIP.

Upon request by County Attorney Robert Spence, Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Sheriff's Office to enter into a lease agreement in the amount of \$300 per month for space in Fosters for a substation.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve a grant funding match of \$11,000.00, divided among the 4 district's discretionary funds (\$2,750.00 each), as requested by FOCUS on Senior Citizens for 2 new vans.

Exhibit 3-5, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a funding request in the amount of \$85,000.00 from the District 1 discretionary fund to complete the Carroll's Creek Water Authority expansion project.

Exhibit 3-6, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a funding request in the amount of \$2,100.00 from the District 1 discretionary fund to Northside High School for 6 loads of shale rock and 3 loads of crusher run to construct an access road to the baseball field.

Exhibit 3-7, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request in the amount of \$22,000.00 from the District 3 discretionary fund to the Tuscaloosa County Board of Education for the purchase of a message board at Hillcrest High School.

Exhibit 3-8, Pages

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request in the amount of \$6,989.75 from the District 3 discretionary fund to the Sheriff's Office for the TCSO School Resource Officers to attend the Alabama Association of School Resource Officers summer conference.

Exhibit 3-9, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a funding request not to exceed \$9,357.90 from the District 3 discretionary fund to PARA to repair the field lights on the girls' softball fields behind Englewood Elementary.

Exhibit 3-10, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve funding in the amount of \$50,000.00 (\$12,500.00 from each Commission district's discretionary fund) for the Summer Youth Jobs program.

Exhibit 3-11, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a funding request in the amount of \$2,500.00 from the District 4 discretionary fund to the Tuscaloosa County Board of Education for Sipsey Valley High School girls' basketball.

Exhibit 3-12, Page

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 22, 2017.

W./Hardy Marcollum

Judge of Probate and Chairman Tuscaloosa County Commission

Stan Acker

Commissioner - District I

Jerry Tingle

Commissioner - District II

Mark C. Nalson

Commissioner - District III

Reginald Murray

Commissioner - District IV



Alabama Alcoholic Beverage Control Board Licensing and Compliance Division

2715 Gunter Park Drive West Montgomery, AL 36109 Phone: 334-213-6300 Fax: 334-213-6322

February 07, 2017

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers

Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2017-2018, the attached form must be completed listing all amounts set by your county in column three (3). If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	Maximum County Fee
Retail Beer (On or Off Premises) Retail Beer (Off Premises Only) Retail Table Wine (On or Off Premises) Retail Table Wine (Off Premises Only) Wholesale Beer Only Wholesale Table Wine Only Wholesale Table Wine and Beer Additional Warehouse Wine or Beer or Both Importer Brewpub	\$75.00 \$75.00 \$75.00 \$75.00 \$275.00 \$275.00 \$375.00 \$100.00 \$250.00
	\$500.00

Please supply us with this information no later than <u>April 21, 2017</u>. This form must be signed by an authorized county official. Please return your completed document to <u>McKenzie.Reed@abc.alabama.gov</u> or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: M. D. July	
County: Tuscalossa	
	EX 3-1

X NO CHANGEX

COUNTY (63) TUSCALOOSA 2017-2018

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL	
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00		TOTAL	TOTAL
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00			
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00			
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00		<u> </u>	
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00		-	
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00			
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00			
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00		·	·
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00			
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00			
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00			
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00			
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00			
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00			
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH 140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$200.00			
	\$ 50.00	\$150.00			
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00			
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00			
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00			
200 - MANUFACTURER					
**	\$ 50.00	\$500.00			
210 - IMPORTER	\$ 50.00	\$500.00			
220 - BREWPUB	\$ 50.00	\$1,000.00			
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00			
240 - NON-PROFIT - TAX EXEMPT	4 00.00	\$0.00	N/A	N/A	N/A

^{*} A \$50.00 non-refundable filing fee is charged to all new licenses.

KNO CHANGEK

SIGNED: No. 1 Dutes County Official County Alnin; state Date Date

EX 3-1

^{**} May not charge more than one-half of the state fee for this type of license.

STATE OF ALABAMA

§

TUSCALOOSA COUNTY

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RESOLUTION ACCEPTING PRELIMINARY PLAT

Emsley Subdivision Resurvey

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 8th day of March, 2017.

W Mardy McCollum, Chairman Tuscaloosa County Commission

County Administrator

区 3-2

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRI	CE
Backhoe Loader	4	walkers of All relatives and the same	NO BIG	2
BID ITEM		Komath	DOES NOT B BASE BID	MLD BALLHOES
	al Bid, or Guaranteed 30F Backhoe Loader,	Auctioneer Consignment S.N. RGS00266	Price	
-	al Bid, or Guaranteed 30F Backhoe Loader,	Auctioneer Consignment S.N. RGS00269	Price	
•	al Bid, or Guaranteed 30F Backhoe Loader,	Auctioneer Consignment S.N. RGS00268	Price	
•	nal Bid, or Guaranteed 30F Backhoe Loader,	Auctioneer Consignment S.N. RGS00267	Price	
Delivery date:				
Name of company	y: TRACTOR AS	o Equipment	Сомялу	····
Mailing Address:	3820 GABES	snow Ave -	Tusanosa, A	<u>. L 35405</u>
Telephone: 7	52-0621	4,17		
Name:	THOMASON	Title: 32	AULI MAJAGE	<u> </u>
Date: 2-8	18-17			

EX3-3

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	4		
BID ITEM			BASE BID
	al Bid, or Guaranteed 10F Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00266	#44,007 5002 e7°6
2012 Caterpillar 43	0F Backhoe Loader,		\$ 44,00 1, gross @ 7"
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed 30F Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00268	\$ 44,000 gross @ 7%
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed 30F Backhoe Loader	Auctioneer Consignment Price, S.N. RGS00267	44,007,007,00 gre== @ 7°60
Delivery date:	June 2017	Audion	
Name of company	: J.M.Wo	od Audion Co	•
Mailing Address:	3475 Ash	ley Rd. Modo	8013E -1A, mons
Telephone: 33	4-264-32	46.5	
Name: Russ	bacu	Title: Vice	President
Date: 3-6.	-17		
· Please No	ti. Times must	be 50% no brok	en glass
			5 x 3-3



Tuscaloosa

Ex3-3

AUCTION PROPOSAL

Dear Sirs.

Deanco Auction Company is pleased to present the following auction proposals for liquidation of your surplus items listed in the attached "Exhibit A".

1. Services Offered by Deanco Auction Company:

- a. Guarantee all auction proceeds and assume full responsibility for collection of funds from the sale of your surplus equipment.
- b. Provide all licenses and other bonds required to conduct this auction.
- c. Provide premises liability insurance.
- d. Make full settlement to Seller within ten (10) working days of auction.
- e. Provide to assist in transportation of the equipment listed in "Exhibit A" from your location to the Deanco Philadelphia, MS sale site.
- f. Provide a cleaning service to detail your equipment at minimal cost to you.
- g. Suggest any minor repairs or refurbishment that will increase the auction value.
- h. Take photos of the equipment listed in "Exhibit A" for our advertising purposes and internet bidders. This will require some assistance from your personnel coordinating photo opportunities.
- Design print and direct mail more than 105,000 full color brochures to our customers beated throughout the United States and over 800 International Buyers.
- j: Payali postage and advertising expenses for the auction.
- k. Collect and submit all applicable state sales and use taxes for this auction according to the regulations set forth by the governing authority.
- l. Provide all labor and supplies needed to set up and conduct the auction in an organized and professional manner.
- m. Provide security for the consignor's equipment two (2) weeks prior the auction.
- n. Print a detailed, descriptive buyers guide for registered bidders at the sale. This catalog will also be available online at our website.
- o. Provide Online Internet Bidding and Online Inspection Reports to allow buyers who cannot attend the sale in person to buy your equipment over the Internet.
- p. Provide adequate concessions (food, drink, etc.) and restrooms for the auction.



(2)

2. Recommended Dates of Auction:

Deanco Auction urges you to sell your surplus late-model equipment at this upcoming Contractor's Equipment Sale:

Within 180 days of bid date inspected in the same or better condition when inspected

This auction has already been widely publicized and we have already received a tremendous response. Also, this sale will have Live Internet Bidding in conjunction with our conventional auction, a valuable addition to our sales, often resulting in over ten percent of total sales.

3. Auction Locations Offered:

Philadelphia. Mississippi

This auction will be located at our permanent auction facility in Philadelphia, Mississippi. This established sale site boasts a 3,800-foot paved and lighted private airstrip and is located only minutes away from The Pearl River Resort (one of the top tourist attractions in Mississippi). This is truly one of the nicest auction facilities in the United States. This sale will positively be one of the largest auctions held in the Southeast in 2017 This auction will definitely be a great opportunity to offer your for sale to contractors, dealers, and related buyers from all oversities U.S.

4. Responsibilities of Seller:

- a. Seller shall provide an opportunity for Deanco Auction personnel to make group places of the your surplus equipment listed in "Exhibit A" for our advertising at least one month prior to the sale date.
- b. The surplus estaipment listed in "Exhibit A" shall be in the same condition as when appraised other than normal wear, hours and mileage. All should start, run and operate properly and have no other problems that could hinder a drive through auction. In addition, all tires on the equipment listed in "Exhibit A" shall have 50% minimum tread depth and no major cuts or damage.
 - o. All items in "Exhibit A" shall be without liens. Titles for any titled vehicles shall be delivered to Auctioneer before the auction date.

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733

EX3-3



v. D	phianan at aguar a agrana cambinans.
	Deanco Auction Company offers an appraised value of the Seller's surplus equipment listed in the attached "Exhibit A" in the total amount of \$ if sold at Deanco Auction on the sale date listed above.
6. <u>C</u>	our Commission Rates :
/	tion of the Seller's equipment listed in the attached "Exhibit A" for a straight commission of Five Percent (5%) of the last bid made or received.
/ ! /	Seven Percent (7%) commission charged for the guaranteed sale.
	Furthermore, Seller will positively receive a guaranteed net minimum of no less than \$ /67,400 from the sale of their surplus equipment listed in "Exhibit A", payable to Seller within 10 days or on the day of sale.
l wo	uld like to personally thank you for allowing Deanco Auction Company to submit

I would like to personally thank you for allowing Deanco Auction Company to submit this auction proposal. I can assure you that all the personnel of Deanco Auction Company will work hard to make this auction of your surplus equipment as successful as we have for many other Alabama, Mississippi, Florida, and Georgia counties, contractors, and spulpment dealers in the past sales.

Sincerely,

Donnie W. Dean, Owner

Mississippi Auctioneer's License# 733 - Alabama Auctioneer's License# 907 Mississippi Auctioneer's Gallery License# 835F

P.O. Box 1248 • Philadelphia, Mississippi 39350 • www.deancoauction.com
Tel (601) 656-9768 • Fax (601) 656-0192 • Toll Free (877) 898-5905 • Email: sold@deancoauction.com

DONNIE W. DEAN, MS Lic #733

Tuscaloosa County Commission Exhibit A

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	4		
BID ITEM			BASE BID
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guaranteed 30F Backhoe Loader	Auctioneer Consignment Price, S.N. RGS00266	
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guaranteed 30F Backhoe Loader	d Auctioneer Consignment Price , S.N. RGS00269	see page
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guarantee 30F Backhoe Loader	d Auctioneer Consignment Price , S.N. RGS00268	#3
2012 Caterpillar 4	30F Backhoe Loade	d Auctioneer Consignment Price r, S.N. RGS00267	
Delivery date: Name of compan	y: <u>Dean</u>	o Auction (Sompany
Mailing Address	POB 12	248 Philadelph	hia Ms 39:
Telephone: 6	01-656-9	9768	
Name: <u>D. W</u>	1. Dean	Title :	er
Date : 3-	8-17		

KENNY R. DICKERSON, VICE PRESIDENT



Philadelphia Office

March 6, 2017

Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, AL 35401

To Whom It May Concern:

Please be advised that Deanco Auction Company of MS Inc. has been both a deposit and loan customer since 2008. Both the deposit accounts and loans have been handled in an efficient manner and has maintained good standing with Commercial Bank.

Should there be any questions, please do not hesitate to contact me at 601-656-7775.

Sincerely,

Kenny R. Dickerson VP/Loan Officer

KD/js

206 SOUTH LEWIS AVENUE P.O. BOX 306 PHILADELPHIA, MS 39350

PHONE: 601-656-7775 FAX: 866-696-8041

SPECIFICATIONS FOR BACKHOE/LOADER

General:

It is the intent of these specifications to set forth the minimum requirements, in accordance with manufacturer's standard published specifications for 4 new 2017 model backhoe loaders with a minimum 12 months full machine warranty and extended powertrain and hydraulic warranty of not less than 5 year/5000 hours (whichever occurs first). The items described herein shall be completely assembled and adjusted and all equipment, standard or optional, shall be installed and ready for use upon delivery. Any items or equipment not specifically set forth herein, but required for proper operation or required to meet Federal and State safety standards shall be furnished to the County at no additional cost. Vendors shall provide sufficient literature to demonstrate that their machine proposal meets all of these specifications. Any additions or deviations from the specifications or optional equipment shall be itemized on a separate sheet and attached to the bid proposal. Failure to do so or failure to bid on all items will result in rejection of the bid.

The intent of the Tuscaloosa County Commission is to make the selection based on the best product submitted for consideration. Awarding of the bid may not necessarily be based solely on the lowest price. Other factors that will be considered are: ability to use currently owned tool attachments without modification to the tools or machine, distance to parts and service facility, time required for delivery, availability of replacement parts, machine performance, service records, ease of operation, anticipated resale value, and comments from previous users.

A bid bond in the amount of 5% of the bid amount up to a maximum of \$10,000.00 must be furnished to the Tuscaloosa County Commission along with the bid submittal. Failure to provide bid bond with bid will cause bid to be rejected. Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County Commission equal to 5% of the amount bid up to a maximum of \$10,000.00 in lieu of a Corporate Surety, under the same terms.

The successful bidder shall furnish operator training by factory certified representatives at the Tuscaloosa County Shop location on 35th Street.

Tuscaloosa County reserves the right to reject any or all bids based upon the best overall benefit to the county.

Service and Warranty:

Minimum warranty shall be 12 months full machine warranty and 5 year/5000 hour (whichever occurs first) extended power train and hydraulic system warranty. Warranty is to include scheduled oil sampling at no additional charge. Vendor shall pay any costs of inspections and adjustments that may be necessary in accordance with the warranty. It is essential that repair parts and service be adequate and readily available.

Bidders shall submit a copy of the manufacturer's standard warranty and a 5 year/ 5000 hour extended power train and hydraulic system warranty along with a complete explanation of the warranty with their bid. Warranty shall include service response time of a maximum of 36 hours upon notification by the County. In the event that a backhoe loader is

taken out of service due to warranty repairs, a replacement unit shall be provided at no cost to the County if the warranty repairs take more than 36 hours.

Parts and Service Manuals:

The vendor shall furnish 2 complete sets of parts manuals, 2 service manuals and 1 operators manual for each machine. Each machine shall come equipped with 4 sets of keys.

Basic Design:

The machine set forth by these specifications is to be a multi-purpose use 4-wheel drive rubber tire backhoe loader. The rear of the machine is to be equipped with an excavator style boom with an extendable stick, quick change backhoe coupler for work attachments and a backhoe bucket with teeth. The front of the machine is to be designed for quick-change multi-purpose use work tools to include but not limited to various loader buckets, utility forks, and material handling arm, angle blade, and hydraulically powered broom. The machine shall be so designed whereby these work tools can be quickly changed with minimal time and effort.

Tuscaloosa County currently owns a number of work tools for their existing backhoe loaders. These include buckets, forks, root rake, material arm, asphalt cutter, and hydraulic broom. Further, tool attachments on the rear boom include a compactor and auger. The machine being bid must be able to attach to and utilize these work tools in the proper manner without modification to either the work tools or the machine. These existing tools are available for inspection at the Tuscaloosa County Shop.

The machine will be equipped to have 4 wheel drive that can be engaged on-the-go from the operator's station.

Engine:

The machine shall be powered by a minimum of a 4 cylinder Final Tier 4 turbocharged diesel engine, minimum of 268 cubic inch displacement developing at least 106 horsepower and 316 foot pounds of torque. It shall have a cold weather starting aid, dry type air cleaner, fuel filter, water separator, and heavy duty high ambient engine cooling package with extended life antifreeze.

Hydraulic System:

The pump shall be variable displacement piston design with a minimum capacity at 2200 rpm of 41 gpm at a minimum of 3600 psi. The system shall include load sensing closed center hydraulics and hydraulic oil cooler. The hydraulic system capacity shall be a minimum of 24 gallons.

Loader Controls:

The machine shall be equipped with a single lever control for bucket lift and tilt with automatic self-leveling and return-to-dig.

Backhoe Controls:

The machine shall be equipped with two lever excavator style joystick controls with pattern control changer to switch between excavator and backhoe control patterns from inside of the cab.

Stabilizer Control:

The machine shall be equipped with two lever or switch operated rear stabilizers with individual control for each. Stabilizer pads shall be flip-over design for use on either dirt or pavement. Stabilizer spread in the operating position shall have a minimum overall width of 12 feet 4 inches.

Transmission:

The transmission shall be a full power shift or power shuttle dessign with minimum of 4 forward and a minimum of 3 reverse with power shuttle and be fully synchronized for on-the go shifting in all gears. The machine shall be equipped with a neutral start provision to prevent starting the machine in gear; a single stage torque converter; and a transmission neutralizer button.

Electrical System:

The electrical system shall be 12 volt, with a minimum of a 90 amp alternator, a single maintenance free battery having a minimum of 880 CCA. Machine shall be equipped with both an internal and external 12-volt power receptacle.

Brakes:

The brake system shall be foot operated, oil disc with pedal interlock for single action on road use and dual action for work site use. Machine must be capable of four wheel braking while being operated on road in two-wheel drive. Service brakes are to be self-adjusting and completely enclosed and sealed. The machine shall be equipped with an automatic or manual hand lever operated or switch operated secondary and parking brake independent of service brake system.

Steering:

The steering shall be hydrostatic power steering with emergency steering capacity in the event of power failure. The front steering angle shall be a minimum of 50 degrees.

Tires:

The machine shall be equipped with tires that are in accordance with manufacturers standard specifications being a minimum 21L-24R-4 12PR on the rear and 12.5/80-18 12PR on the front. Rims shall be equipped with valve stem protection.

Axle Rating:

The machine shall have a minimum dynamic rating of 13,228 pounds on the front and 15,432 pounds on the rear. The rear axle shall have a differential lock/unlock. The front axle shall oscillate a minimum 9 degrees each direction from centerline.

Operating Weight:

Machine operating weight shall be a minimum of 18,000 pounds including air conditioned cab, extendable backhoe stick, front counterweight, standard G-P loader bucket with replaceable cutting edge, 24 inch backhoe bucket, mechanical link thumb, reversible stabilizer pads and front wheel drive with driveshaft guard. The minimum operating weight does not include the weight of any other attachment or work tool.

Fuel Tank Capacity:

The machine shall have a 37 gallon minimum tank with ground line fuel fill.

The machine will be equipped with a tachometer, hour meter, ammeter, fuel level, hydraulic oil level sight gauge, engine oil pressure and engine coolant temperature gauges. The machine shall be equipped with audible alarms for engine oil pressure and coolant temperature. The machine shall also be equipped with an air cleaner service indicator, brake on warning and bucket level indicator.

The machine shall be equipped with a minimum of 4 front and 4 rear halogen working lights; stop and tail lights; signal lights; flashing hazard lights; instrument panel lights and a dome light.

The machine shall be equipped with an enclosed ROPS/FOPS Level 2 cab. The cab shall be equipped with heater, defroster and air conditioner, front and rear windshield wipers; left and right side doors with locks and opening windows, rubber floor mat, tilt steering wheel, 12-volt auxiliary receptacle, rear view mirror, front view mirror, AM/FM radio and headliner.

Safety Equipment:

The machine shall be equipped with a front horn, backup alarm, travel lock for backhoe boom, mechanical lock for holding loader bucket in raised position during engine service; full length front driveshaft guard, flashing hazard signal lights, swing transport lock, transport tie downs and cab mounted fire extinguisher.

The seat shall be fabric covered, swivel air suspension, adjustable with armrest and retractable seat belt.

Front Loader:

The front loader linkage shall be integrated tool carrier design with integral quick-coupler for changing of work tools. Work tools shall be retained by hydraulically operated keeper pins. Auxiliary hydraulics controlled from the operator's seat shall be provided with hydraulic hose quick disconnects for operation of hydraulic attachments such as brooms, compactors and augers. Machine shall be supplied with general purpose loader bucket.

5×3-3

Loader Bucket:

The front bucket shall be a minimum of 89 inches wide with a minimum of 1.3 cubic yards SAE rated capacity. The machine shall have a 6,800 pound minimum lift capacity at full loading height; 10,600 pound minimum breakout force and minimum dump height of 8 feet 5 inches at maximum bucket dump angle. Loader is to be self-leveling with return-to-dig. Bucket shall include reversible bolt on cutting edge. Bids for machines exceeding the lift capacity of the machine according to SAE J31 will not be accepted.

Backhoe Bucket and Extendable Stick:

The backhoe bucket shall be a 24inch wide heavy duty bucket with bottom side wear strips, 5 replaceable teeth and a minimum of 6.2 cubic foot capacity. The machine shall meet or exceed the following specifications:

Minimum Bucket Digging Force: 14,800 lbs Minimum Bucket Rotation: 190 degrees Minimum Swing Arc: 180 degrees

Minimum SAE Digging Depth: 15'- 9" retracted, 19'- 6" extended Minimum Loading Height: 12'- 8" retracted, 14'- 10" extended

Minimum reach from Swing Point at ground line: 19'-9" retracted, 23'-5" extended

With the extendable stick in the retracted position, lift capacity of backhoe to be no less than 2,950 pounds (boom lift) 4,950 pounds minimum (dipper lift) at 8 feet in height and using an extendable stick with the reach specified above as per SAE J31. Bids for machines exceeding the lift capacity of the machine according to SAE J31 will not be accepted.

Backhoe with bucket at full rotation must be capable of reaching a minimum of 17' - 9" high with stick retracted and 20' - 7" high with stick extended.

Bidder shall attach a lift capacity curve of the machine proposed.

A manufacturer designed and installed integral lifting eye shall be incorporated into the bucket linkage for safely lifting of heavy objects. A lifting eye welded to back of bucket is not acceptable.

Auxiliary hydraulics controlled from the operator's seat shall be provided to the mid point of the backhoe stick with hydraulic hose quick disconnects for the operation of both one-way and two-way flow hydraulic work tools such as hammers, compactors, and augers.

Miscellaneous:

The machine shall be equipped with a lockable tool box and engine compartment enclosure; rear fenders; a minimum 510 lb stackable front counterweight; hand and foot throttle, transmission disconnect (neutralizer) on shift lever and front control lever (as needed for non power shift).

Heavy Duty Thumb:

The machine shall be equipped with a heavy duty mechanical link excavator thumb. The thumb shall be mounted on the underside of boom, shall fold down for use and shall be flat against the boom when not in use. The thumb shall be constructed of a minimum steel grade of T-1. Thumb shall be either designed and supplied by machine manufacturer or certified by machine manufacturer for use on machine being bid.

Buyback Option:

Vendors shall submit a guaranteed buyback price at a minimum of 5 years or 5,000 hours (whichever occurs first) from the date of delivery. Vendor shall furnish a performance bond or an executed buyback agreement in the amount of the buyback price. The County reserves the right to accept or reject this option based on the best overall benefit for the County.

Trade-in, Individual Bids or Consignment Auction:

The County will accept trade-in bids, individual bids, and guaranteed auction consignment proposals on the 4 listed Caterpillar Backhoe Loaders:

2012 Caterpillar 430F Backhoe Loader, S.N. RGS00266

2012 Caterpillar 430F Backhoe Loader, S.N. RGS00269

2012 Caterpillar 430F Backhoe Loader, S.N. RGS00268

2012 Caterpillar 430F Backhoe Loader, S.N. RGS00267

The County reserves the option to trade the backhoe loaders in on new backhoe loaders, sell the backhoe loaders individually, or consign the backhoe loaders to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the backhoe loaders until new replacement backhoe loaders are placed into service. The used backhoe loaders will be available for pickup upon delivery of new replacement backhoe loaders by the selected dealer. The backhoe loaders will be made available for pickup in the same condition that they were in on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for any bid or auction consignment proposal submitted. Appointments may be made to inspect the backhoe loaders by contacting Kris Connell, County Shop Superintendent at 722-0569

Failure to bid on all requested items and options may result in the rejection of the bid.

Delivery

Delivery may be a factor in awarding the bid. Delivery shall be made within 180 days of the date of the award of the bid.

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	4	\$107,594.00	\$430,376.0 0
BID ITEM			BASE BID
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed OF Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00266	\$ 50,700.00
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed OF Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00269	\$ 50,700.00
Trade-In, Individue 2012 Caterpillar 43	d Bid, or Guaranteed OF Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00268	\$50,700.00
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed OF Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00267	\$50,700.00
Delivery date: 0	8/09/17	· · · · · · · · · · · · · · · · · · ·	
Name of company:	THOMPSON TRA	ACTOR CO., INC.	
Mailing Address:	3550 JOE MAI	LISHAM PARKWAY, TUSC	ALOOSA, AL 35401
Telephone: (205	3) 247-2800		
Name: Joel By	ram	Title: Sales Rep	resentative
Date: 3-8-17			

GUARANTEED BUY-BACK AGREEMENT

This document is to serve as a Guaranteed Buy-Back Agreement between Thompson Tractor Company, Inc. and the Tuscaloosa County Commission.

This agreement shall apply to the following machines:

tool carrier, 4-whee	430F2 IT Backhoe Loaders. Equipped with ROPS cab, air conditioning, integrated of drive, E-stick, GP front bucket, 24" backhoe bucket, front and rear quick couplers 12.5/80-18 front tires, 21L-24 rear tires
Serial Numbers:	

On or before the end of 5 years or 5,000 service meter hours, whichever occurs first Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of \$45,000.00 Each

The following stipulations shall apply:

- 1. Machine must be enrolled in the Caterpillar 5 year or 5,000 hour Extended Powertrain and Hydraulic Warranty Program.
- 2. At time of return for buy-back, all major components (engine, transmission, hydraulics, axles, brakes, etc...) must be free from damage and in good operating condition.
- 3. Machine shall be complete with all attachments and accessories as outlined in the bid specifications and delivered to the commission. These tools must be returned with a minimum of 50% wear life remaining.
- 4. Sheet metal, cosmetic, and other accidental damage shall not exceed \$500.00.
- 5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge.
- 6. All safety related items must be intact and functional. These items include back-up alarms, glass seatbelts, parking and service brakes. Roll Over Protective Structure (ROPS) must be intact without damage or presence of welding.



CATERPILLAR LIMITED WARRANT

Earthmoving, Construction, Material Handling, Forestry Products, and Paving Product Machines

and operating within the geographic area serviced by authorized USA and Canadian Catepillar dealers to be free from defects in material and workmanship. Caterpillar warrants the following products sold by it

In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Catarpillar Inc., 100 N.E. Adams St., Paorla, IL 61629.)

 New earthmoving, construction, material handling, forestry products, and paving product machines designated by Catarpillar as having 12 month/unlimited hour warranty. See your Catarpillar deeler for a complete isting of covered models

Attachments installed on such machines prior to dollvery New engines used as replacements in such Caterpillar

juriess covered by the Caterpillar Work Tool warranty

statement or another manufacturer's westerky).

to certain Caterpillar brand Ground Engaging Tools. An additional warranty against weer is applicable to all landfill compactor tipe when used in residential waste tandfills. Refer to the applicable warranty statements for An additional warranty against breakage is applicable

which are covered by other Caterpillar werranties. This warranty does not apply to Caterpillar brand batteries, Mobil-trac belts or Caterpillar Work Tools, coverage detail.

This warranty is subject to the following:

Warranty Period

For new machines and attachments, the warranty period is 12 months/unlimited hours, starting from date of delivery to the first user.

If a defect in material or workmenship is found during the hours and at a place of business of a Caterpiller dealer or Catarpillar Responsibilities warranty period, Caterpiller will, during normal working

components needed to correct the defect. or Catarpillar-approved repaired parts or assembled Provide (et Caterpillar's choice) new, Remanufactured,

Note: Items replaced under this warranty become the property of Caterpiller.

Replace lubricating oil, filters, antifreeze, and other

service items made unusable by the defect.

User Responsibilities The user is responsible for

Providing proof of the delivery date to the first user.

Labor costs, except as stated under "Caterpillar Responsibilities."

Transporting costs, except as stated under "Caterpillar Responsibilities."

Premium or overtime labor costs.

For new replacement engines, the warranty period is 6 months, starting from data of delivery to the first user. (USA and Canada)

other source approved by Catarpillar:

correct the defect, accept in the case of a new replacement engine originally installed by other than a Caterpillar dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal Provide reasonable and customary labor needed to and installation is the user's responsibility

Caterpillar is not responsible for:

· Faitures resulting from any use or installation that Caterpiller judges improper.

Failures resulting from attachments, accessory items.

 Failures resulting from abuse, neglect, and/or improper TECHT.

Failures resulting from user's delay in making the product available after being notified of a potential

Falkures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.

=

For Selected Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty

Local taxes, if applicable.

usual and customary.

Parts shipping charges in success of those which are

 Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmenship.

· Giving timely notice of a warrantable failure and promptly making the product available for repair.

use of proper fuel, oil, lubricants, and coolent) and replacement of items due to normal weer and teer

Allowing Caterpillar access to all electronically stored

Limitations

and parts not sold or approved by Caterpillar.

product problem.

(continued on rawarse side....)



12 month/ unlimited hours

5 year/ 5,000 hours

POWERTRAIN ESC

POWERTHAUN-HTURABLIC 236



Our most comprehensive coverage option, Premier ESC coverage includes Powerstein-Hydraulic components (see below) as well as



Extended Service Coverage (ESC) is designed specifically for Carl machines and will enhance and sustain your entire own of coverage, you choose the option that best subs your needs and your budget-whether Fowertrain, Fowertrain-Hydraul eperation past your standard warranty period, heeping major repeir costs from negatively impacting your bottom line. nes and will enhance and statuta your entire ownership experience with comprehensive coverage and peace of mind. With three levels dget-whether Powertrain, Powertrain-Hydraulic or our most comprehensive Fremier ESC. Ench will add valuable years and hours of

Hote: The following are partiel its of machine components that are protected or excluded by Cat hastening Erandod Saratra Coverage. The actual

ADICOMO O 2007 Caterpiller All Rights Reserved Primaries USA

OX, ORBENIAN, WHS "System, their respective logis, "Charyllar Yalber" and the PORTS SIGE trade chass, as well as corporate and product bloody used broads, are trademate of Charyllar technique and rely not be used related, and set trademate of Charyllar and rely not be used related, as well

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
Backhoe Loader	4	NO BID	NO BID
BID ITEM			BASE BID
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed 30F Backhoe Loader	l Auctioneer Consignment Pric , S.N. RGS00266	;e
Trade-In, Individua 2012 Caterpillar 43	al Bid, or Guaranteed 30F Backhoe Loader	l Auctioneer Consignment Pric , S.N. RGS00269	
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guaranteed 30F Backhoe Loader	d Auctioneer Consignment Pri , S.N. RGS00268	ce
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guarantee 30F Backhoe Loader	d Auctioneer Consignment Pri r, S.N. RGS00267	ce
Delivery date:			
		rrices + Equipme	
Mailing Address:	319 Beard	en Rd Pelham	, AL 35124
Telephone: 20	5-320-100	0	
Name: Rob 6	y Kee	Title :	
Date: 2/2	7/17		



Ritchie Bros. Auctioneers (America) Inc. 4000 Pine Lake Road Lincoln, NE USA 68516

402.421.3631 Fax 402.421.1738 rbauction.com

March 8, 2017

Tuscaloosa County Commission 714 Greensboro Ave – Suite G78 Tuscaloosa, AL 35401

Gentlemen:

Thank you for your interest in selling through Ritchie Bros. Auctioneers. We have appraised your assets and tailored the following auction proposals to meet your specific needs.

Established in 1958, Ritchie Bros. Auctioneers (NYSE and TSX: RBA) is the world's largest auctioneer of heavy equipment and trucks, on-site and online. We conduct hundreds of unreserved public auctions around the world each year, selling billions of dollars of used and unused equipment. Ritchie Bros. is a profitable company with the financial strength to deliver on our commitments. We have customers in more than 190 countries and a growing network of more than 40 auction sites worldwide.

Our commitment to conducting strictly unreserved auctions and extensive marketing campaigns attract serious buyers from around the world to our auctions. Most of them are end-users with specific equipment needs; they bid with confidence at our auctions knowing every item sells to the highest bidder on auction day. A typical auction attracts many hundreds of bidders to the auction site, with hundreds more competing online in real time at rbauction.com. As a result of this global competitive bidding environment, equipment sells for its true global market value on auction day.

In the past 50+ years, we have proven that unreserved auctions offer the most effective and efficient means of creating maximum value for our consignors. Unreserved auction events offer the benefit of certain sale and payment dates for sellers; they also create a sense of anticipation and urgency among equipment buyers. Equipment that is listed "for sale" for too long or fails to meet a set reserve price at an auction is often perceived to be undesirable, and its market value falls accordingly; this does not happen at a Ritchie Bros. unreserved auction. All of our proposals are based on a fundamental belief in the unreserved philosophy.

AUCTION PROPOSAL

1. Auction date and location

We propose to sell your assets (Backhoes) by unreserved public auction during our sale on June 7, 2017.

2. Assets to be sold

The attached Schedule A represents the complete list of assets to be sold (as per your instructions) and forms the basis of our auction proposal.

Ex3-3_



Ritchie Bros. Auctioneers (America) Inc. 4000 Pine Lake Road Lincoln, NE USA 68516

402.421.3631 Fax 402.421.1738 rbauction.com

Ritchie Bros. is pleased to present the following proposal option to Tuscaloosa County Commission Bid # 20170223002:

Purchase with Participation

- Under this proposal Ritchie Bros. will organize and undertake the assets and sell them on June 7, 2017.
- For the attached Schedule A list of assets, Ritchie Bros. will purchase the equipment for a sum of One hundred seventy three thousand eight hundred ten dollars (\$173,810.00).
- The parameters of this Purchase include:
 - At time of delivery, the condition of the assets will be equivalent to or better than when viewed by Ritchie Bros. on or about March 6, 2017 and to the conditions listed on the Schedule A.
 - All assets will be refurbished to a standard determined by Ritchie Bros. & agreed upon by both parties. Ritchie Bros. will be responsible for delivering the equipment listed on the Schedule A.
 - Ritchie Bros. Auctioneers must take delivery of the Backhoes on or before May 26, 2017 for the contract to be valid.
 - Ritchie Bros. will fund the purchase price upon delivery of the equipment to our site.

We thank you for the opportunity to provide you with our auction proposal and look forward to closely working with you to achieve the maximum return on the sale of your valued assets.

Thank you for your valued consideration.

Sincerely,

Jody Lenderman Ritchie Bros. Auctioneers

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE	_
Backhoe Loader	4			
BID ITEM			BASE BID	
Trade-In, Individu 2012 Caterpillar 43	al Bid, or Guaranteed 30F Backhoe Loader	A Auctioneer Consignment Price, S.N. RGS00266		NCK AGE
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guaranteed 30F Backhoe Loader	d Auctioneer Consignment Price , S.N. RGS00269		NUKAGÉ NUKAGÉ PULIFON BREKHOES
Trade-In, Individu 2012 Caterpillar 4	al Bid, or Guarantee 30F Backhoe Loader	d Auctioneer Consignment Price , S.N. RGS00268		BrekHOBS 09
Trade-In, Individu 2012 Caterpillar 4	nal Bid, or Guarantee 130F Backhoe Loader	d Auctioneer Consignment Price r, S.N. RGS00267	<u> </u>	\$ 173,810.08
Delivery date:	May 26, y: <u> </u>	Bus. Aucioners		
		17AMON TALLACE		<u>_</u> 3508v
_	205 837-			
Name:	ody Lenderm	Ard Title:Texa. T	my Mga	
Date:	March 7, 2	217		

TUSCALOOSA COUNTY COMMISSION LBK

1 2012 CATERPILLAR 430FIT 4X4 LOADER BACKHOE

s/n CAT0430FERGS00269

C/W: hyd Q/C bkt, frt aux hyd, A/C cab, extendahoe w/Q/C bkt, rear aux

hyd, Mech Thumb

Hours: 3,706

•

Tires/ U/C: F80% R60%

Condition: Good

Owner To: Complete repairs & make auction ready

Location: Tusc AL Destination: Atl

2 2012 CATERPILLAR 430FIT 4X4 LOADER BACKHOE

s/n CAT0430FLRGS00267

C/W: hyd Q/C bkt, frt aux hyd, A/C cab, extendahoe w/Q/C bkt, rear aux

hyd, Mech Thumb Hours: 4,276

Tires/ U/C: F30% R50%

Condition: Good

Owner To: Complete repairs & make auction ready

Location: Tusc AL Destination: Atl

3 2012 CATERPILLAR 430FIT 4X4 LOADER BACKHOE

s/n CAT0430FHRGS00268

C/W: hyd Q/C bkt, frt aux hyd, A/C cab, extendahoe w/Q/C bkt, rear aux

hyd, Mech Thumb

Hours: 4,725

Tires/ U/C: 1@90% 1@10% R40%

Condition: Good

Owner To: Complete repairs & make auction ready

Location: Tusc AL Destination: Atl

4 2012 CATERPILLAR 430FIT 4X4 LOADER BACKHOE

s/n CAT0430FARGS00266

C/W: hyd Q/C bkt, frt aux hyd, A/C cab, extendahoe w/Q/C bkt, rear aux

hyd, Mech Thumb

Tires/ U/C: F1@90% 1@30% R30%

Condition: Good

Owner To: Complete repairs & make auction ready

Location: Tusc AL Destination: Atl

201701094-2017-03-07-15.44.03 Rev:2017-03-07-12.29.04-000502638

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March 8, 2017

Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, AL 35402

Gentlemen:

I am pleased to provide you with a quote for four (4) new 2017 model John Deere 410L backhoe loaders. Along with standard specifications, these units are equipped as follows:

One (1) new Deere 410L backhoe loader

- Ultimate Cab w/ heater & air-conditioning; dual doors
- Powershift transmission w/ MFWD & limited slip diff.
- Full MFWD guard
- 21L x 24 12PR rear tires; 12.5/80 18 12 PR front tires
- Multi-brand backhoe coupler
- 24", 7.5 cu. ft. heavy-duty backhoe bucket
- Tool Carrier loader coupler
- 1.31 cu. yd. loader bucket
- 1000 lb. front counterweight
- AM/FM/WB radio
- JD Link Ultimate (5 years included)
- Extendible dipperstick w/ mechanical thumb
- 1 year Full machine warranty
- 5 year/6,000 hour Powertrain & Hydraulics warranty

Sale Price Per Unit	 \$105,900.00
*Please note that the units quoted include all	
either meet or exceed all specifications reques	•

Buyback Price (5 year/5,000 hour) Per Unit......\$51,400.00 *See Executed Buyback Agreement for details.

Trade-In Prices

21440 22 211666					
2012 Cat 430F backhoe loader, SN RGS00266	\$47,000.00				
2012 Cat 430F backhoe loader, SN RGS00269	\$47,000.00				
2012 Cat 430F backhoe loader, SN RGS00268					
2012 Cat 430F backhoe loader, SN RGS00267					
*Please note that this offer is for trade-in only.					

Delivery: 30 to 90 days from receipt of order

These machines are quoted F.O.B. your facility in Tuscaloosa County, Alabama, and the above prices do not include any applicable sales tax.

Thank you for the opportunity to quote our equipment!

Luther W. Richardson III

WARRIOR

6801 McFarland Blvd.W. P.O. Box 412 Northport, AL 35476 Phone: (205) 339-0300 Fax: (205) 333-0101

Athens Birmingham Montgomery Oxford Monroeville

Representing: John Deere Peterbilt

E43-3

BACKHOE LOADER BID SHEET

BID ITEM	QUANTITY	BASE BID (EACH)	TOTAL PRICE
John Deere 41 Backhoe Loader	OL Backhoe Lo	ader \$105,900.00	\$423,600.00
BID ITEM			BASE BID
	l Bid, or Guaranteed 0F Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00266	\$47,000.00
	l Bid, or Guaranteed 0F Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00269	\$47,000.00
	d Bid, or Guaranteed OF Backhoe Loader,	Auctioneer Consignment Price S.N. RGS00268	\$46,000.00
2012 Caterpillar 43	0F Backhoe Loader,		\$46,000.00
		00 hour) per unit eement for details	\$51,400.00
Delivery date: 30	to 90 days f	rom receipt of order	
Name of company	Warrior Trac	tor & Equipment Co.,	Inc.
Mailing Address:	P.O. Box 412	Northport, AL 35476	5
Telephone: (20	05) 339-0300		
Name: <u>Luther</u>	W. Richardso	n III Title: Sales Ren	presentative
Date: March	8, 2017	what what	

GUARANTEED BUY-BACK AGREEMENT

This agreement shall apply to the following machines:

Four (4) new John Deere 410L Backhoe Loaders with ROPS cab, MFWD, heater/air conditioning, loader quick coupler, 1.31 cu. yd. loader bucket, backhoe coupler w/ 24" bucket, extendable stick, and mechanical thumb

On or before the end of five (5) years from the date of delivery or 5,000 service meter hours, whichever comes first, Warrior Tractor & Equipment Company, Inc. agrees to buy back from Tuscaloosa County the above described machines for the sum of \$51,400.00 (per machine).

The following stipulations shall apply:

- 1. Machine must be enrolled in the 5 year/6,000 hour SECURE extended Powertrain & Hydraulics warranty program
- 2. At the time of return for buy-back, all major components must be in good operating condition.
- 3. Machine must be complete with all attachments.
- 4. Sheet metal, cosmetic, and other accidental damages shall not exceed \$750.00.
- 5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge.
- 6. Roll-over protection structure (ROPS) must be intact without damage or presence of welding. All glass must be intact with no cracks.
- 7. Tuscaloosa County Commission must adhere to all lubrication and service guide requirements in the Operator's Manual furnished with machine.
 - Tuscaloosa County Commission must furnish Warrior Tractor with oil samples at intervals as specified in the Operator's Manual. Oil sample kit and analysis will be furnished by Warrior Tractor per your request.
- 8. Tuscaloosa County Commission must give Warrior Tractor a 90-day advance written notice of their intention to exercise the buy-back option.
- 9. Tuscaloosa County Commission shall have the option of keeping the machine instead of exercising the buy-back.
- 10. Years and hours of operation specified in the agreement are to be adhered to. Warrior Tractor & Equipment Company, Inc. and Tuscaloosa County Commission representatives will inspect machine at the time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL:	
BUY-BACK EXPIRATION	V DATE:
HOUR METER READING	AT DELIVERY:
	_DAY OF2017
TUSCALOOSA COUNTY (COMMISSION
WARRIOR TRACTOR & E	QUIPMENT COMPANY, INC.
WITNESS	



and Western Surety Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Warrior Tractor & Equipment Co., Inc.

in the sum of	Five Percent of Bid-		unty Commission	, Oblige
for the payme jointly and seve	nt of which we bind ourse erally, firmly by these pres	elves, our legal representat ents.	Dollars (\$ ⁻ ives, successors ar	5%) nd assigns,
for (4) JD	AS, Principal has submitted	d or is about to submit a prop	oosal to Obligee on	a contract
may be specifi Principal shall	ied in the bidding or conf fail to do so, pay to Oblig t exceeding the penalty of	ntract be awarded to Princi to the contract in writing and tract documents with surety tee the damages which Ob this bond, then this obligat	give such bond of acceptable to Ob	r bonds as ligee; or if
Signed, sealed	and dated March 8,	2017 .		
		Warrior Tractor & Equi		
		By: And	cigal	(Seai)
		Western Surety Company	fetry /	<u></u>
		By: W. Geoffrey Plots	1	(Seal)
3-23054-C		W. Contrey Flots W. Liffy Contress State 6	Attorney-in-fact	
		21115/	Ca Cha	

Ex3-3

, Principal,

, Obligee,

, Surety, are held and firmly bound unto

Tuscaloosa County Commission

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Knew All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert W Poellnitz Jr, Walter Wayne Guy, Rick Manasco, Robert Gerald Plott, W Geoffrey Plott, Anne M Leslie, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2015.

WESTERN SURETY COMPANY

Paul T Rouflet Vice President

State of South Dakota County of Minnehaha

} "

On this 23rd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falis, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the scal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Neison, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this <u>8th</u> day of <u>March</u> 2017.



WESTERN SURETY COMPANY

J. Relson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Ex3-3,

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BID FOR NEW MOTOR GRADERS

Bid Item	Unit	Base Bid		
Base Bid Motor grader	Each	NO B10	,	
Buyback Bid				
3 Yr. Option	Each	KOMATSU DOES NOT	OFFER	AUS
Buyback Bid			-	
4 Yr. Option	Each			
	_			
Bid for Used	2014 John Deere 772GP Motor Gra	ders		
Bid Item	Unit	Base Bid		
Trade-In, Individual Bid, or Gu 2014 John Deere 772GP Motor	uaranteed Auction Consignment Price r Graders			
1DW772GPCEF661440	Each			
1DW772GPCEF661527	Each			
1DW772GPPEF661529	Each			
1DW772GPHEF661444	Each			
1DW772GPLEF661359	Each			
1DW772GPKEF661483	Each			
1DW772GPKEF661404	Each			
1DW772GPHEF661525	Each			
1DW772GPVEF661357	Each			
1DW772GPAEF661361	Each			
Name of Company: 12Act	or Auo Equipmen	Со.		
Mailing Address: 3820	GREES SHOW AVE	TUSCALOOSA AL 354	-5	
Telephone Number:752	- 0621			
Name: <u>Jooq Th</u>	omAsoJ			
Title: BRAJCH M	AJAGER			

2017 MOTOR GRADER BID ADDENDUM #1

As an alternate to the purchase of nine (9) 2017 Motor Graders outlined in the bid package Tuscaloosa County will request the vendors to provide a lease option for a 36 month term on each Motor Grader. Please include the detailed terms of the lease including the option to purchase at the end of the term at a specified price. Each leased unit shall meet the specifications outlined in the bid package.

3 YEAR LEASE OPTION FOR NEW MOTOR GRADERS

Bid Item	Unit	Total Lease Cost Per Unit
3 year lease option		
per Motor grader	Each	\$158,861.52 (See Attached)
Nome of Company MHOM	DCON MDAGMOD /	CO INC
Name of Company: <u>TROM</u>	PSON TRACTOR (CO., INC.
Mailing Address: 3550	Joe Mallisham	Parkway, Tuscaloosa, AL 35401
Telephone Number:(20	5) 247-2800	
Name:Joel_Byram		
Title: Sales Repre	sentative	
Date: 3-8-17		

Caterpillar Financial Services Corporation Finance Proposal

Name: Tuscak	oosa County Co	mmissi	on	CUS1	OMER
City State Zip code		•••••		•••••	Good if: Acknowledged by
				DE.	LER =
Sales person . Dealer contact	TRACTOR CO		. Joel E	Вутал	Quote number 538-0880 Fax number 03/07/2017 Quote date 9:08:37
This is Caterpi subject to cred	llar Financial S it approval, exc	ervices	Corporatio	a's confirmation	PROPOSAL of the following finance proposal. This is a proposal only and is stion and approval of the application survey.
Number of pay	ments		36 N		Purchase option Stated option Equipment Construction Quoted by d430tt Report created by d430tt
N		Ann. Hours	Qty	Amount Financed	Purchase Payment Option
New 140M3	AWD 15.00	2000	1	301,075.00	4,412.82 195,615.00
Special Condit	ions:				
Insurance:	insurance can as applicable CFSC. All taxes are	rier sation and a control of the responding the responding to the	afactory to certificate of consibility of ter Tax Lea	lence of physical CPSC. CPSC m of insurance, in fo	damage and liability insurance in an amount and from an ust be named on the policies, as loss payee and additional insured, arm and substance acceptable to CFSC, must be provided to and may or may not be included in the above payment amounts. Term Rental Agreement, a leasee is required to indemnify the
Equipment:		nt canno	ot be delive	red until all doc	ments are executed by CFSC. All equipment must reside in the
Approval:	This proposa	l is subj	ect to, armo	ng other things,	final pricing, credit approval and document approval by CFSC.
be withdrawn transaction or	conditions out or modified by to provide fina in may only be	lined he Lessor a ncing, a	rein are no at anytime. nd does no	t all-inclusive an This proposal d t create any oblid	d are based upon information provided to date. This proposal may oes not represent an offer or commitment by CFSC to enter into a pation for CFSC. A commitment to enter into the transaction oction has been approved by all appropriate credit and other
Please indicate Fee at the addi	e your acceptan	ce of the	is proposal ure to indi	by executing thi	s proposal and returning it to my attention along with the Proposal ing option you have accepted.
				West End Aver	al Services Corporation ue, Nashville, TN 37203 341-1000
We appreciate	the opportunit	y to pro	vide you a	proposal for this	transaction.
Proposed by:				A	knowledged by:
Caterpillar Fir	nancial Service	s Corpor	ration		scaloosa County Commission Date

Page 1

EX3 -3

CATERPILLAR FINANCIAL SERVICES CORPORATION ("Lessor") CONSTRUCTION EQUIPMENT APPLICATION SURVEY

Page 1 of 2

Customer Na	me:					Location:
Make:	Model:		Quantit	•	Serial Number:	
Monthly Usa	ge:	Current Ho	ours:	Dealer:		Dealer Location:
				***	* IMPORTANT I	INFORMATION ****
stations; de plants, music conditions; a	molition, proom far all mining	scrap yard ms, fertilize application	s and st er and lii ns. Any	eei milis; ne handi applicat	; sait, chemical, ar ling, sait water are	for the following applications: landfill, transfer and recycling and corrosive environments such as feed lots, dairy farms, rendering ses and all hazardous waste handling; dusty or poor underfoot usual attachments, unit modifications or that involve non-traditional
MAJOR AT	TACHM	ENTS:				
BLADES/BU	JCKETS.	/RIPPERS:				70,
MARKET C	ATEGO	RIES:				
MANDATO			F THIS	UNIT U	PON RETURN:	
Sections xx at						
total usage du above under o	sted and earing the learnest ho	quipped as s ease term of	hours. the total	This total allowab	le machine nours	mater total hours per month over a term of months for a term of months for a term of the Lease and the basis for any overuse charges. Total Allowable Machine Hours
OVERUSE (In addition to Total Allowal Please note:	CALCUL Lessor's ble Machi	ATION: other rights ine Hours es	hereunde stablished arges, n	er and no	t i lies thereof, L Les as sted abo	essee shall pay Lessor additional rent for each hour in excess of the ove. This hourly rate shall be per hour. If any increase in machine usage that will cause the total usage to be Lease may be adjusted to reflect the correct hour usage.
components, be	invoiced fe	or the parts	d labo	componer d amount Life Re	nts as outlined in the s will be based on the emaining greater 49%	dealer's retail prices and retail labor rates to replace tires, undercarriage "REMAINING LIFE REQUIREMENTS" section of the Mandatory e following percentages of remaining life and is payable upon receipt of invoice: Charge to Lessee No charge to Lessee 50% charge to Lessee 70% charge to Lessee
SEE PAG	E TWO	FOR ADDI	TIONA	L TERM	IS AND CONDIT	IONS WHICH ARE PART OF THIS APPLICATION SURVEY.

379997 BROUGH 8/28/2013 3.13 PACT

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL UNIT INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE AT ANY TIME EVIDENCE DEMONSTRATES THAT THE UNIT(S) ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

MANDATORY CONDITION OF THIS UNIT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give Lessor sixty (60) days notice prior to the Lesse termination date of Lessee's intention to return any and all Units to Lessor.
- Return the Units in the same configuration, with all attachments, as when
 delivered at lease inception. Lessee is responsible for costs, including but
 not limited to, fees, taxes and duties associated with tear down, loading,
 shipping and unloading of Units to a site designated by Lessor.
- Ensure the Units upon return are thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all Units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All Units must be in good operating condition and be able to perform all tasks under rated load.
- Enroit all Units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all Units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance of repairs are made on schedule. Product Improvement Programs (PIP's) in be complete before the Units are returned. ATTACH A COPY OF ANY AN ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease Units upon it ruests the Lessor. Provide access to the Units for purposes of maining and demonstration to prospective buyers at Lessor's re-

SPECIFIC TINWARE AND SAFETY REQUIREMENT

Ensure the operator's compartment is some and comtches, monitoring systems (EMS, VIMS, VIDS), gages potrol leaves, putals, radio, mirrors, seats, insulation and all other cognitis an complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, are ther flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar afety wins are complete
 and in good working order, including but a limited on roll over protection
 (ROPS) and falling object protection (EOPS) and falling object protection.
- Ensure all electrical comportations of the condition of the conditioning systems are complete and in good conditioning order.
- Ensure all repairs ring to man structures, including but not limited to, main frames, roller frames, canbodies, swing gears, drawbars, circles, component housings, loader and books, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and these must be accomplished in accordance with factory recommended in terities and repair procedures.

REMAINING LIFE PEQUIREMENTS:

- Em to air round engaging tools, including but not limited to, buckets, dozer blade base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevalor flights, forks, and top clamps have good structural integrity and have my percent (50%) minimum remaining life.
- Return all track and rubber betted Units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, tinks, plns, bushings, idlers, bogles, sprockets, carrier rollers, and track rollers. Betts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire Units with a minimum of fifty percent (50%) remaining life
 of the original tread life of each tire. Recapped tires are not acceptable
 substitutes. All tires must be a matched set with the same tread type and
 pattern and have no significant cuts or chunking of the tread or side walls.

This Application Survey is considered to the an imageal part of the Lease between Lessor and Lessee. The information obtained from this Application Survey will be of primary importance in the Lease payment and the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Lessor.

SEE PAGE TE FO ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.		
For Lessec:	Dealer Management Reviewer:	
Date:	Date:	
Signature:	· Signature:	
Print Name:	Print Name:	
Title:	Title:	
Lessor Review by:		
ASCON HIT	13 NACE STREET, SECOND STREET, SECON	

MINIMUM SPECIFICATIONS FOR MOTOR GRADER

GENERAL:

It is the intent of these specifications to set forth the minimum specifications, in accordance with manufacturer's standard published specifications for nine (9) new current production 2017 model articulated motor graders. These units, including all necessary equipment, shall be furnished complete and ready for use upon delivery. Any items or equipment not specifically set forth herein, but required for proper operation or required to meet Federal and State safety standards shall be furnished to the County at no additional cost. Any exceptions or deviations from these specifications or optional equipment shall be itemized on a separate sheet and attached to the bid proposal Failure to outline in detail any or all exceptions or deviations to the attached bid specifications may result in the rejection of the bid. Bids will be accepted for new Caterpillar 140M3 AWD Motor Graders, John Deere 772GP AWD Motor Graders or equal.

A bid bond in the amount of 5% of the bid amount up to a maximum of \$10,000.00 must be furnished to the Tuscaloosa County Commission along with the bid submittal. Failure to provide bid bond with bid will cause bid to be rejected. Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County Commission equal to 5% of the amount bid up to a maximum of \$10,000.00 in lieu of a Corporate Surety, under the same terms.

Tuscaloosa County reserves the right to purchase any quantity at the unit bid price. The quantity may increase or decrease and there will be no adjustment in the unit bid price as a result of the quantity changing.

The intention of the Tuscaloosa County Commission is to make the selection based upon the best product submitted for consideration. Awarding of the bid will not necessarily be based solely on the lowest price. Other factors that may be considered are distance to parts and service facilities, time required for delivery, performance and service records, guaranteed buyback price, the sale value of the machines currently owned by the County, and comments of previous users of the product.

Tuscaloosa County reserves the right to reject any or all bids based upon the best overall benefit to the County.

SERVICE AND WARRANTY:

Minimum warranty shall be 12 months full machine warranty and 5 year/6000 hour (whichever occurs first) extended power train and hydraulic system warranty. Warranty is to include scheduled oil sampling at no additional charge. Vendor shall pay any costs of inspections and adjustments that may be necessary in accordance with the warranty. It is essential that repair parts and service be adequate and readily available.

Bidders shall submit a copy of the manufacturer's standard warranty and a 5 year/ 6000 hour extended power train and hydraulic system warranty along with a complete explanation of the warranty with their bid. Warranty shall include service response time of a maximum of 36 hours upon notification by the County. In the event that a motor grader is taken out of service due to warranty repairs, a replacement unit shall be provided at no cost to the County if the warranty repairs take more than

5×3-3

36 hours. Parts must be available for 10 years or 10,000 hours of use for the piece of equipment bid.

PARTS AND SERVICE MANUALS:

The vendor shall furnish three (3) complete sets of parts books, two (2) complete service manuals, the vendor shall furnish a copy of the operator's manual with each unit. Units will not be accepted for delivery until the manuals as outlined above are received.

WEIGHTS:

Minimum basic operating weight with standard equipment shall not be less than 38,000 pounds which includes standard machine configuration with full fuel tank, coolant, lubricants, and operator. Basic weight shall not include any additional attachments outlined within these specifications.

POWERTRAIN:

The engine shall be a turbo-charged, direct injection, four stroke, 6 cylinder diesel engine and shall be electronically controlled. Engine displacement shall not be less than 500 cubic inches. The minimum net HP rating in each gear with AWD on shall be:

```
210 net HP in 1st gear
225 net HP in 2<sup>nd</sup> gear
240 net HP in 3<sup>rd</sup> gear
250 net HP in 4<sup>th</sup> gear
255 net HP in 5<sup>th</sup> gear
265 net HP in 6<sup>th</sup> gear
272 net HP in 7<sup>th</sup> gear
265 net HP in 8<sup>th</sup> gear
```

Engine shall meet a minimum of EPA Final Tier 4 emission regulations. The engine shall be equipped with a dual element, dry type air cleaner with a restriction indicator.

The transmission shall provide at least eight speeds in forward, and inching capability. Transmission control circuit shall be neutralized automatically when engine is turned off to prevent restarting when in gear.

MOLDBOARD:

The grader shall be equipped with a 12 foot long moldboard. All blade functions shall be hydraulically or electronically actuated. Blade shall have lift accumulators to reduce vertical impact damage. Machine shall be equipped with reversible overlay end bits.

CIRCLE:

The circle drive shall be equipped with a slip clutch for protection of the circle, drawbar and moldboard from shock. The circle shall be rotated by a hydraulically driven motor.

HYDRAULICS:

Hydraulic system shall be an electro-hydraulic, load sensing type with a variable displacement pump. Blade lift cylinders shall have independent float capability. Engine cooling fan shall be hydraulically driven with a variable speed system to increase fan speed to meet cooling requirements. All hoses shall be tagged with part numbers for ease of replacement.

EX33

ELECTRICAL:

Machine shall be equipped with a 24 volt electrical starting and operating system and include a 24 volt to 12 volt converter for a two way radio connection. Electrical system must have a master disconnect switch with a removable key.

SCARIFIER:

The machine shall be equipped with a rear mounted scarifier. The rear scarifier shall have a width of cut of no less than 7 feet with a maximum of 9 cutting teeth. The scarifier shall have a ground penetration of no less than 10 inches.

FRAME:

Machine shall have an articulated type frame. Articulation joint shall have a locking device to prevent frame articulation while servicing or transporting machine.

STEERING:

The machine shall have a fully hydraulic, 2-cylinder steering system.

AXLES AND TANDEM DRIVES:

The grader shall be all wheel drive.

WHEELS AND TIRES:

The grader shall be equipped with 17.5 x 25 L2 single star Michelin radial tires with traction tread. Tires are to be tubeless type.

BRAKES:

Service brakes shall be multi-disc, oil-cooled, sealed from water, mud and dust, and shall be adjustment free. Service brakes shall be hydraulically activated utilizing dual independent brake circuits.

OPERATOR COMPARTMENT:

The controls to operate blade lift, center shift, circle reverse, wheel lean, blade side shift, blade tip and all attachments shall be either fully hydraulic or hydroelectronically operated.

The machine shall be equipped with an automatic cross slope control system that is controlled from the operators' station. This system shall allow the operator to manually control either the left or right side of the blade and automatically control the other side. The ROPS cab shall include the following: heater, defroster, air conditioner, AM/FM/Weather Band radio, wipers/washers, fully adjustable air ride seat, seat belt, inside mounted wide angle rear view mirror, automatic return to center articulation control, full display and gauge cluster, laminated glass and auxiliary 12 volt power port. A multilevel warning, electronic monitoring system (EMS) shall be provided to monitor machine functions.

Cab doors shall have a hold-open clasp with a ground-level release in addition to a release in the cab. Cab shall have wipers with washers on the front and rear windows.

INSTRUMENTS:

The grader shall be equipped with the following instruments: engine coolant temperature, fuel level, frame articulation, engine oil pressure, hour meter, transmission oil temperature, and volt meter. Gauges or lights shall be located inside the cab.

Ep3-3

SERVICEABILITY:

Fuel fill shall be performed from ground level. Left and right tandem case assemblies shall be covered with punched steel plate to provide adequate platform for standing and walking.

MISCELLANEOUS:

Toolbox with padlock, vandalism protection complete with locks for hydraulic tank, radiator cap, fuel tank, cab doors and locking engine compartment doors. Machine shall be equipped with headlights, stop lights, front and rear working lights, turn signals, rear mounted pull hitch, and back up alarm.

Machine shall be equipped with a rear view camera system for the operator to see what is behind the machine. Monitor for the camera shall be mounted in easy view of the operator while seated in the cab. The camera shall activate automatically when the transmission is engaged in reverse.

DELIVERY:

Delivery could be a factor in awarding of the bid. Please state delivery date of specified equipment.

TRADE-IN, INDIVIDUAL BIDS, OR AUCTION CONSIGNMENT

The Tuscaloosa County Commission will accept trade-in bids, individual bids, and guaranteed auction consignment proposals on ten 2014 John Deere 772GP motor graders. The County reserves the option to trade the motor graders in on new motor graders, sell the motor graders individually, or consign the motor graders to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the motor graders until new replacement motor graders are placed into service. The used motor graders will be available for pickup upon delivery of new replacement motor graders by the selected dealer. Motor graders will be made available for pickup in the same condition they were on the bid date. A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for all motor graders for which a bid or auction consignment proposal is submitted. Appointments may be made to inspect the graders by contacting Mr. Kris Connell, Shop Superintendent at 722-0569

BUYBACK OPTION

Vendors shall submit a guaranteed buyback price at a minimum of 3 years or 5,000 hours (whichever comes first) and a guaranteed buy back price at a minimum of 4 years or 7,000 hours (whichever comes first) from the date of delivery to Tuscaloosa County. Vendor shall furnish a performance bond or an executed buyback agreement in the amount of the buyback price. The County reserves the right to accept or reject this option based upon the best overall benefit for the County.

BID FOR NEW MOTOR GRADERS

Base Bid

Unit

Bid Item

Base Bid		
Motor grader	Each	\$200 77F AA
Donator de Dist		\$300,775.00
Buyback Bid 3 Yr. Option	70.1	·
J II. Option	Each	\$185,800.00
Buyback Bid		
4 Yr. Option	Each	\$165,500.00
	*Doliness 3-1-	
	"Delivery date not	to exceed 20 weeks from order date.
	Bid for Used 2014 John Dee	re 772GP Motor Graders
Bid Item		
<u>Dia Italii</u>	Unit	Base Bid
Trade-In, Indiv	dual Bid, or Guaranteed Auction	n Consignment Price
2014 John Deer	e 772GP Motor Graders	
455.555		
1DW772GPCE		\$112,500.00
1DW772GPCE		\$112,500.00
1DW772GPPE		\$112,500.00
1DW772GPHE	2441	\$112,500.00
IDW772GPLE		\$112,500.00
1DW772GPKE		\$112.500.00
1DW772GPKE		\$112,500.00
1DW772GPHE	24011	
1DW772GPVE	2004	\$112,500.00
IDW772GPAE	F661361 Each	\$112,500.00 \$113,500.00
		\$112,500.00
Name of Compa	y: THOMPSON TRACTOR	CO., INC.
Mailing Address:	3550 JOE MALLISHA	M PARKWAY, TUSCALOOSA, AL 35401
		TARRIAT, TOSCALOOSA, AL 35401
Telephone Numb	er: <u>(205)</u> 247-2800	
Name: <u>Joe1</u>	Byram	
ine: <u>Sates</u>	Representative	
Date:3_8_;	L 7	

GUARANTEED BUY-BACK AGREEMENT

This document is to serve as a Guaranteed Buy-Back Agreement between Thompson Tractor Company, Inc. and the Tuscaloosa County Commission.

This agreement shall apply to the following machines:

Nine (9) Caterpillar 140M3 AWD Motor Graders. Equipped with ROPS cab, air conditioning, 12' moldboard, cross slope control, rear ripper, 17.5R 25 tires			
Serial Numbers:			

On or before the end of 3 years or 5,000 service meter hours, whichever occurs first Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of \$185,800.00 Each

On or before the end of 4 years or 7,000 service meter hours, whichever occurs first Thompson Tractor Company, Inc. agrees to buy-back from the Tuscaloosa County Commission the above described machine for the sum of \$166,500.00 Each

The following stipulations shall apply:

- 1. Machine must be enrolled in the Caterpillar 5 year or 6,000 hour Extended Powertrain and Hydraulic Warranty Program.
- 2. At time of return for buy-back, all major components (engine, transmission, hydraulics, axles, brakes, etc...) must be free from damage and in good operating condition.
- 3. Machine shall be complete with all attachments and accessories as outlined in the bid specifications and delivered to the commission. These tools must be returned with a minimum of 50% wear life remaining.
- 4. Sheet metal, cosmetic, and other accidental damage shall not exceed \$500.00.
- 5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge.
- 6. All safety related items must be intact and functional. These items include back-up alarms, glass seatbelts, parking and service brakes. Roll Over Protective Structure (ROPS) must be intact without damage or presence of welding.

3-3مع

March 8, 2017

Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, AL 35402

Gentlemen:

I am pleased to provide you with a quote for nine (9) new 2017 model John Deere 772GP motor graders. Along with standard specifications, these units are equipped as follows:

One (1) new Deere 772GP motor grader

- Grade Pro electro-hydraulic controls
- All wheel drive
- JDLink Ultimate w/ 5 years service included
- 9.0L engine; EPA Final Tier 4 certified
- Autoshift transmission
- Black engine exhaust stack
- Standard fuel & water filtration
- 200 AMP alternator
- Grade Pro low cab w/ lower front & side opening windows
- 24-to-12 volt converter (30 amps)
- AM/FM radio w/ CD and WB
- Lower front wiper & washer
- GP premium heated, high-wide back air-suspension seat
- Deluxe grading lights (18 halogen lights)
- 12ft. x 24in. x 7/8in. moldboard w/ 6in. x 5/8in. cutting edge
- Reversible overlay end bits
- Blade impact absorption system
- Circle nylon wear inserts
- Circle drive w/ slip clutch
- Grade Pro controls w/ aux. for rear ripper/scarifier attachment
- Rear-mounted scarifier w/ rear hitch & pin; 9 scarifier teeth
- 17.5R25in. L2 Single Star XTLA Michelin radial tires
- Dual batteries 1400 CCA
- Decelerator
- Rear camera5 lbs. ABC fire extinguisher
- Oil sample kits
- Manuals requested per addendum
- Padlocks
- Master disconnect switch w/ key lock
- 12 month Full machine warranty
- 5 year/6,000 hour Powertrain & Hydraulics warranty



6801 McFarland Blvd.W. P.O. Box 412 Northport, AL 35476 Phone: (205) 339-0300 Fax: (205) 333-0101

Athens Birmingham Montgomery Oxford Monroeville

Representing: John Deere Peterbilt

Buyback Price Per Unit (3 year/5,000 hour)......\$222,950.00 Buyback Price Per Unit (4 year/7,000 hour).....\$199,023.00 *See Executed Buyback Agreements for details.

Trade-In Price (package price)......\$2,185,000.00

*Trade-in only; Based on trade of all 10 units against purchase of 9 new 772GPs;
Average price per unit is \$218,500.00; Trade-ins must meet condition requested in the original Executed Buyback Agreement for each unit.

Lease Option (3 year/4,500 hour maximum)

Monthly payment per unit......\$2,331.18
Stated Purchase Option amount per unit.....\$238,828.20

*Above amounts do not include any applicable taxes

**Please see attached operating lease details

Delivery: 90 to 120 days from receipt of order

These machines are quoted F.O.B. your facility in Tuscaloosa County, Alabama, and the above prices do not include applicable sales tax.

Thank you for the opportunity to quote our equipment!

Sincerely,

Luther W. Richardson III

BID FOR NEW MOTOR GRADERS

Bid Item	Unit	Base Bid
Nine (9) Base Bid	new John Deere 772GP Motor	Graders
Motor grader	Each	\$299,500.00
Buyback Bid		
3 Yr. Option	Each	\$222,950.00
Buyback Bid		
4 Yr. Option	Each	\$199,023.00
*Units qu	oted meet or exceed all sp	ecifications requested in bid.
Delivery:	90 to 120 days from rece	ipt of order
	Bid for Used 2014 John Deere 772GP Ma	otor Graders
Bid Item	Unit	Base Bid
Trade-In Individ 2014 John Deere	ual Bid, or Guaranteed Auction Consignme 772GP Motor Graders	Package Price\$2,185,000.00 nt Price Trade-In Only; based on trade of all
1DW772GPCEF		ainst purchase of 9 new 772GPs; Average
		nit is \$218,5 <u>00; Trade-ins mus</u> t meet
1DW772GPCEF		equested in o <u>riginal Executed</u> Buyback
1DW772GPPEF	Each Agreement	for each unit.
1DW772GPHE		
1DW772GPLEF		
1DW772GPKE	• · ·	
1DW772GPKEI		
1DW772GPHE		
1DW772GPVE	· ···	
1DW772GPAEI	661361 Each	
Name of Compar	y: Warrior Tractor & Equip	ment Co., Inc.
Mailing Address:	P.O. Box 412 Northport,	AL 35476
Telephone Numb	er: (205) 339-0300	
Name: Luther	W. Richardson III	Wh Whathat
Title: Sales	Representative	
Date: March	8, 2017	

2017 MOTOR GRADER BID ADDENDUM #1

As an alternate to the purchase of nine (9) 2017 Motor Graders outlined in the bid package Tuscaloosa County will request the vendors to provide a lease option for a 36 month term on each Motor Grader. Please include the detailed terms of the lease including the option to purchase at the end of the term at a specified price. Each leased unit shall meet the specifications outlined in the bid package.

3 YEAR LEASE OPTION FOR NEW MOTOR GRADERS

Unit	Total Lease Cost Per Unit
	Monthly payment per unit \$2,331.18
Each	Total payments per unit \$83,922.48
St	tated Purchase Option per unit \$238,828.20
include any app	plicable taxes; please see attached
rior Tractor &	Equipment Co., Inc.
Box 412 North	port, AL 35476
5) 339-0300	
ichardson III	when the
entative	<u>'</u>
17	
	Each Sinclude any app details. rior Tractor &

GUARANTEED BUY-BACK AGREEMENT

This agreement shall apply to the following machines:

Nine (9) new John Deere 772GP Motor Graders with cab and heater/air conditioning, 17.5R 25 Michelin radial tires, 12' moldboard, and rear-mounted scarifier.

On or before the end of three (3) years from the date of delivery or 5,000 service meter hours, whichever comes first, Warrior Tractor & Equipment Company, Inc. agrees to buy back from Tuscaloosa County the above described machines for the sum of \$222,950.00 (per machine).

The following stipulations shall apply:

- 1. Machine must be enrolled in the 5 year/6,000 hour SECURE extended Powertrain & Hydraulics warranty program.
- 2. At the time of return for buy-back, all major components must be in good operating condition.
- 3. Machine must be complete with all attachments.
- 4. Sheet metal, cosmetic, and other accidental damages shall not exceed \$1,500.00.
- 5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge, and all tires per unit must be a matched Michelin set.
- 6. Roll-over protection structure (ROPS) must be intact without damage or presence of welding. All glass must be intact with no cracks.
- 7. Tuscaloosa County Commission must adhere to all lubrication and service guide requirements in the Operator's Manual furnished with machine. All grease zerks and lines must be intact and accepting grease.
 - Tuscaloosa County Commission must furnish Warrior Tractor with oil samples at intervals as specified in the Operator's Manual. Oil sample kit and analysis will be furnished by Warrior Tractor per your request.
- 8. Tuscaloosa County Commission must give Warrior Tractor a 90-day advance notice of their intention to exercise the buy-back option.
- 9. Tuscaloosa County Commission shall have the option of keeping the machine instead of exercising the buy-back.
- 10. Years and hours of operation specified in the agreement are to be adhered to. Warrior Tractor & Equipment Company, Inc. and Tuscaloosa County Commission representatives will inspect machine at the time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL:	
SERIAL NUMBER:	
DELIVERY DATE:	TANK TO THE TANK THE
BUY-BACK EXPIRATION DATE:	
HOUR METER READING AT DELIVERY:	
ACCEPTED ON THEDAY OF	2017
TUSCALOOSA COUNTY COMMISSION	
WARRIOR TRACTOR & EQUIPMENT COMPANY	, INC.
WITNESS	
WITNESS	

•

GUARANTEED BUY-BACK AGREEMENT

This agreement shall apply to the following machines:

Nine (9) new John Deere 772GP Motor Graders with cab and heater/air conditioning, 17.5R 25 Michelin radial tires, 12' moldboard, and rear-mounted scarifier.

On or before the end of four (4) years from the date of delivery or 7,000 service meter hours, whichever comes first, Warrior Tractor & Equipment Company, Inc. agrees to buy back from Tuscaloosa County the above described machines for the sum of \$199,023.00 (per machine).

The following stipulations shall apply:

- 1. Machine must be enrolled in the 5 year/6,000 hour SECURE extended Powertrain & Hydraulics warranty program.
- 2. At the time of return for buy-back, all major components must be in good operating condition.
- 3. Machine must be complete with all attachments.
- 4. Sheet metal, cosmetic, and other accidental damages shall not exceed \$1,500.00.
- 5. Rubber tires must measure at least 50% remaining on the life of the tire with a depth gauge, and all tires per unit must be a matched Michelin set.
- 6. Roll-over protection structure (ROPS) must be intact without damage or presence of welding. All glass must be intact with no cracks.
- 7. Tuscaloosa County Commission must adhere to all lubrication and service guide requirements in the Operator's Manual furnished with machine. All grease zerks and lines must be intact and accepting grease.
 - Tuscaloosa County Commission must furnish Warrior Tractor with oil samples at intervals as specified in the Operator's Manual. Oil sample kit and analysis will be furnished by Warrior Tractor per your request.
- 8. Tuscaloosa County Commission must give Warrior Tractor a 90-day advance notice of their intention to exercise the buy-back option.
- 9. Tuscaloosa County Commission shall have the option of keeping the machine instead of exercising the buy-back.
- 10. Years and hours of operation specified in the agreement are to be adhered to. Warrior Tractor & Equipment Company, Inc. and Tuscaloosa County Commission representatives will inspect machine at the time of delivery. Hour meters and serial numbers will be read and recorded. At the time the buy-back option is exercised, the machine will again be inspected and hour meters and serial numbers will again be read.

MACHINE MODEL:
SERIAL NUMBER:
DELIVERY DATE:
BUY-BACK EXPIRATION DATE:
HOUR METER READING AT DELIVERY:
ACCEPTED ON THEDAY OF2017
TUSCALOOSA COUNTY COMMISSION
WARRIOR TRACTOR & EQUIPMENT COMPANY, INC.
WITNESS

Ex33



BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Warrior Tractor & Equipment Co., Inc.

and	Western	Surety	Company	, Principal , Surety, are held and firmly bound unt
in the	sum of	Five F	Percent of Bi	Tuscaloosa County Commission Obliger
for th jointly	e paymen and seve	it of whi rally, firr	ch we bind ou nly by these pr	Dollars (\$5%) irselves, our legal representatives, successors and assigns, resents.
for	WHEREAS (9) JD7	S, Princi 72GP Mo	pal has submit tor Graders	ted or is about to submit a proposal to Obligee on a contract
may k Princij such f remair	e specifie pal shall fa	ed in the ail to do exceedi ce and e	e bidding or co so, pay to Ob ng the penalty effect.	contract be awarded to Principal and Principal shall, within into the contract in writing and give such bond or bonds as ontract documents with surety acceptable to Obligee; or if oligee the damages which Obligee may suffer by reason of of this bond, then this obligation shall be void; otherwise to
				Warrior Tractor & Equipment Co, Inc.
				By: (Seal)
				Western Surety Company
				W. Geoffrey Flot , Attomey-in-fact
		•		W. Gulfeld
-23054-4	C			LICENSED RESIDENT AGEILI STATE OF AL.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert W Poelinitz Jr, Walter Wayne Guy, Rick Manasco, Robert Gerald Plott, W Geoffrey Plott, Anne M Leslie, Individually

of Tuscaloosa, AL, its true and iswful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

} "

On this 23rd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Gick Motern Bubl

ICATE

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of March 2017.



WESTERN SURETY COMPANY

J. Relam.
L. Nelson, Assistant Secretary

Form F4280-7-2012

Ex.3-3

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BID FOR NEW MOTOR GRADERS

Base Bid

Unit

Bid Item

Base Bid Motor grader	Each	
Buyback Bid 3 Yr. Option	Each	·
Buyback Bid 4 Yr. Option	Each	
Bid for	Used 2014 John Deere 772	2GP Motor Graders
Bid Item	Unit ·	Base Bid
Trade-In, Individual Bid, 2014 John Deere 772GP	or Guaranteed Auction Cond Motor Graders	signment Price
1DW772GPCEF661440	Each	125,000 gross e7%
1DW772GPCEF661527	Each	125,000 gross @ 700
1DW772GPPEF661529	Each	125,000 91005 @ 7%
1DW772GPHEF661444	Each	140,000 gross @ 70%
1DW772GPLEF661359	Each	125,000 gros e 700
1DW772GPKEF661483	Each	125,000 gross @ 790
1DW772GPKEF661404	Each	140,000 great @ 796
1DW772GPHEF661525	Each	140,000 gross @790
1DW772GPVEF661357	Each	125,000 gross @ 706
1DW772GPAEF661361	Each	125,000 gross @ 7%
Name of Company:	J.M. Wood Aye	ction Co.
Mailing Address:3	475 Ashley F	Road, Modgomery, Al. 36108
	334-264-326	-5
Name: Russ		
Title: Vice	President	
Date: 3-6-17		
		50%, no broken glass
* June 2017		



Ritchie Bros. Auctioneers (America) Inc. 4000 Pine Lake Road Lincoln. NE USA 68516

402.421.3631 Fax 402.421.1738 rbauction.com

March 8, 2017

Tuscaloosa County Commission 714 Greensboro Ave – Suite G78 Tuscaloosa, AL 35401

Gentlemen:

Thank you for your interest in selling through Ritchie Bros. Auctioneers. We have appraised your assets and tailored the following auction proposals to meet your specific needs.

Established in 1958, Ritchie Bros. Auctioneers (NYSE and TSX: RBA) is the world's largest auctioneer of heavy equipment and trucks, on-site and online. We conduct hundreds of unreserved public auctions around the world each year, selling billions of dollars of used and unused equipment. Ritchie Bros. is a profitable company with the financial strength to deliver on our commitments. We have customers in more than 190 countries and a growing network of more than 40 auction sites worldwide.

Our commitment to conducting strictly unreserved auctions and extensive marketing campaigns attract serious buyers from around the world to our auctions. Most of them are end-users with specific equipment needs; they bid with confidence at our auctions knowing every item sells to the highest bidder on auction day. A typical auction attracts many hundreds of bidders to the auction site, with hundreds more competing online in real time at rbauction.com. As a result of this global competitive bidding environment, equipment sells for its true global market value on auction day.

In the past 50+ years, we have proven that unreserved auctions offer the most effective and efficient means of creating maximum value for our consignors. Unreserved auction events offer the benefit of certain sale and payment dates for sellers; they also create a sense of anticipation and urgency among equipment buyers. Equipment that is listed "for sale" for too long or fails to meet a set reserve price at an auction is often perceived to be undesirable, and its market value falls accordingly; this does not happen at a Ritchie Bros. unreserved auction. All of our proposals are based on a fundamental belief in the unreserved philosophy.

AUCTION PROPOSAL

1. Auction date and location

We propose to sell your assets (Motor Graders) by unreserved public auction during the second quarter of 2017.

2. Assets to be sold

The attached Schedule A represents the complete list of assets to be sold (as per your instructions) and forms the basis of our auction proposal.



Ritchie Bros. Auctioneers (America) Inc. 4000 Pine Lake Road Lincoln, NE USA 68516

402.421.3631 Fax 402.421.1738 rbauction.com

Ritchie Bros. is pleased to present the following proposal option to Tuscaloosa County Commission Bid # 20170223001:

Purchase with Participation

- Under this proposal Ritchie Bros. will organize and undertake the assets and sell them during the second quarter of 2017.
- For the attached Schedule A list of assets, Ritchie Bros. will purchase the equipment for a sum of One million four hundred thousand one hundred forty dollars (\$1,400,140.00).
- The parameters of this Purchase include:
 - At time of delivery, the condition of the assets will be equivalent to or better than
 when viewed by Ritchie Bros. on or about March 6, 2017 and to the conditions listed
 on the Schedule A. All "Not Viewed" motor graders are to be equal to or better
 condition than those inspected.
 - All assets will be refurbished to a standard determined by Ritchie Bros. & agreed upon by both parties. Ritchie Bros. will be responsible for delivering the equipment listed on the Schedule A.
 - Ritchie Bros. Auctioneers must take delivery of the motor graders on or before May 26, 2017 for the contract to be valid.
 - Ritchie Bros. will fund the purchase price upon delivery of the equipment to our site.

We thank you for the opportunity to provide you with our auction proposal and look forward to closely working with you to achieve the maximum return on the sale of your valued assets.

Thank you for your valued consideration.

Sincerely,

Jody Lenderman

Ritchie Bros. Auctioneers

BID FOR NEW MOTOR GRADERS

Base Bid

Unit

Each

Bid Item

Base Bid Motor grader

Buyback Bid 3 Yr. Option	Each			
Buyback Bid 4 Yr. Option	Each			
Bid for Us	sed 2014 John Deere	772GP Motor Grade	ers	
Bid Item	Unit		Base Bid	
Trade-In, Individual Bid, or 2014 John Deere 772GP Mo	Guaranteed Auction otor Graders	Consignment Price	, (
1DW772GPCEF661440	Each	W YV	ري	
1DW772GPCEF661527	Each	O'CKLOO V	e'	
1DW772GPPEF661529	Each	I'm. M	bas	
1DW772GPHEF661444	Each		<u> </u>	
1DW772GPLEF661359	Each	Har has a)"		
1DW772GPKEF661483	Each	Mode,	00/.	
1DW772GPKEF661404	Each		0.//	
1DW772GPHEF661525	Each	400,19	//	
1DW772GPVEF661357	Each	* 1.400		
1DW772GPAEF661361	Each	3 11.//		
Name of Company:	RITCHIÉ BROS	s. Auctionee	NS	
Mailing Address:/ <i>S</i>	OZ CITATIO	ON TERRACE	THELENA	AL 35080
Telephone Number:		-9033		
Name: Jody	LENDERMA	٨		
Name: Jody Title: TERLIA Date: MARC	my MGR.			
Date: MARC	L 7, 201°	7		

51. Schedule A - MASTER

Page 1

TUSCALOOSA COUNTY COMMISSION MGR

1 2014 JOHN DEERE 772GP AWD MOTOR GRADER

s/n 1DW772GPKEF661404

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

Hours: 2,592

Tires/ U/C: 4@80% 2@40%

Condition: Good

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

2 2014 JOHN DEERE 772GP AWD MOTOR GRADER

s/n 1DW772GPCEF661527

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

Hours: 2,900

Tires/ U/C: 2@20% 4@60%

Condition: Good

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

3 2014 JOHN DEERE 772GP AWD MOTOR GRADER

s/n 1DW772GPPEF661529

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

Hours: 3,404 Tires/ U/C: 80% Condition: Good

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

4 2014 JOHN DEERE 772GP AWD MOTOR GRADER

s/n 1DW772GPAEF661361

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

Hours: 3,781

Tires/ U/C: 3@90% 3@40%

Condition: Good

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

201701095-2017-03-07-15.44.22 Rev:2017-03-07-12.24.30-000502639

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-Ex3-3-

TUSCALOOSA COUNTY COMMISSION MGR

5 2014 JOHN DEERE 772GP AWD MOTOR GRADER

s/n 1DW772GPKEF661483

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

camera

Hours: 4,320

Tires/ U/C: 4@90% 2@70%

Condition: Good

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

6 2014 JOHN DEERE 772GP AWD MOTOR GRADER

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab 17.5R25, rear view

camera

Hours: 4,373

Tires/ U/C: 4@70% 2@30%

Condition: Good

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

7 2014 JOHN DEERE 772GP AWD MOTOR GRADER

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

camera

Hours: 2,488

Condition: Not Viewed Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

8 2014 JOHN DEERE 772GP AWD MOTOR GRADER

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

camera

Hours: 2,590

Condition: Not Viewed Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

9 2014 JOHN DEERE 772GP AWD MOTOR GRADER

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

camera

Hours: 2,961

Condition: Not Viewed

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

201701095-2017-03-07-15.44.22 Rev:2017-03-07-12.24.30-000502639

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Page 3

TUSCALOOSA COUNTY COMMISSION MGR

10 2014 JOHN DEERE 772GP AWD MOTOR GRADER

s/n 1DW772GPLEF661359

C/W: rear MS ripper, 12 ft MB, accum, LoPro A/C cab, 17.5R25, rear view

camera

•

Hours: 3,515

Condition: Not Viewed

Owner To: complete repairs & have auction ready

Location: Tusc Al Destination: Atl

201701095-2017-03-07-15.44.22 Rev:2017-03-07-12.24.30-000502639

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Thank you for your interest in mitigation credits from Westervelt Ecological Services. We are pleased to offer the following quote. Please call or e-mail if you have questions or need additional assistance.

Prepared By

Casey Rigsby

Address

2128 Moores Mill Road, Suite B

Auburn, AL 36830

United States

Phone

(334) 339-0010

Email

crigsby@westervelt.com

Description

Opportunity Name Brookwood - County Rd Project

Big Sandy: (577.10 credits including 1.11 PF)

Locust Fork:

(3,582.64 credits including 1.12 PF)

Account Name

TTL

Contact Name

Ryan Costanzo

Email

rcostanzo@ttlusa.com

Phone

(205) 343-0638

Created Date

3/1/2017

Expiration Date

3/8/2017

Quote Number

00000203

Product		Credit Quantity	Total Sales Price
Big Sandy: Strea	m	577.1000	\$31,740.50
Locust Fork: Stre	eam	3,582.6400	\$197,045.20

Quote Total

\$228,785.70

EX 3-4



AGREEMENT TO PURCHASE MITIGATION CREDITS

This Agreement is made by and between MULBERRY FORK MITIGATION HOLDINGS, LLC (hereinafter MFMH) and <u>Tuscaloosa County</u> (hereinafter PERMITTEE).

PERMITTEE agrees to purchase and MFMH agrees to provide <u>2,550</u> stream mitigation credits from Mulberry Fork Mitigation Bank as required by PERMITTEE'S U.S. Army Corps of Engineers permit #SAM-2009-01333-CMS.

As consideration for the above-referenced mitigation credits, PERMITTEE agrees to pay MFMH the sum of \$152,989 on or before March 31, 2017.

. This Agreement is made this day of March, 2017.
MULBERRY FORK MITIGATION HOLDINGS, LLC
By:Brandon A. Pike
PERMITTEE
Ву:
Address:
Phone:

REMIT PAYMENT TO:

MULBERRY FORK MITIGATION HOLDINGS, LLC 14231 Seaway Road, Suite 7007 | Gulfport, Mississippi 39503 PHONE: 228.575.7740

www.streammitigational.com

Ex 3-4



FOCUS ON SENIOR CITIZENS OF TUSCALOOSA COUNTY, INC.
AT THE MCABEE CENTER
3801 LOOP ROAD
TUSCALOOSA, AL 35404
FOCUS ON SENIOR CITIZENS. ORG
205-553-3133

BOARD OF DIRECTORS

PRESIDENT
Scott Holmes, Esq.

VICE PRESIDENT **
Chad Hobbs **

SECRETARY Rebecca Ailen, Phys

TREASURER
Joe Robinson

PAST PRESIDEN

David Martin

Trud**y Anders** Tom **Bonhaus** Joh**n Coak**

Judge John **Engl** Sarah H**allida** Robert **Higgin**

June Holmes Rev. Simon Hun

Dr. Juanetta Jennis Robert Lake Brett Langy

> EX OFFI**CUS** Lee A. Hallma

Will Smith

EXECUTIVE DIRECTORICI Morgan Mann

CPA MIR

eoe

RSVI

March 8, 2017

Tuscaloosa County Commission 714 Greensboro Avenue Tuscaloosa, AL 35401

Dear Judge McCollum and Commissioners:

FOCUS on Senior Citizens of Tuscaloosa County requests a capital grant allotment from the Commission, to meet an Alabama Department of Transportation grant matching requirement, for the purchase of two vans for our transportation fleet. FOCUS offers transportation services, from county line to county line, to persons 60 and older. Our clients are typically the elderly needing rides to and from medical appointments, social services agencies and our 3 low cost nutrition sites within the city of Tuscaloosa. Transportation is a critical need for many diabetic seniors who rely on kidney dialysis as well as the wound care and diabetes clinics at DCH. In addition, FOCUS transports many clients to and from the Manderson Cancer at DCH as well as other local physicians' offices. We literally keep people alive.

Cost of Two Vans	\$91,458.00
- 80% Funded via ALDOT Grant	[73.166.40]
= 20% Capital Grant Match needed	\$18,291.60
Grant funds from United Way of West AL	(\$5,000)
Grant funds from Alabama Power Co.	(\$1,000)
Grant funds Exchange Club	(\$1,000)
Grant funds from private citizen	(\$300)
Funds requested of Commission	\$10,991.60

Sincerely,

P. Morgan Mann, CPA Executive Director

Ex 3-5

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: One

Proposed Project Description: Carroll's Creek Water Authority — Martin Spur Road, Rejenal Forest and Charlottesville subdivision expansion

Use of District One Community Development funds of \$85,000 for projected 34 new customers (\$2,500 each) for water service expansion. Total Project Cost is estimated at \$339,000 with Carrolls Creek Water Authority providing \$170,000 or 50%, residents \$84,000 (amount collected to date) and Tuscaloosa County \$85,000.

Funding source: District 1 Community Development Funds

To be placed on Commission Agenda 3-8-17

Funding Amount Required:\$85,000	
Commissioner Approval:	Date:
Legal Counsel Review: Thus Agus	Date:3/8/67
Finance Director Review & Disbursement:	2 Date: 3-6-1.7_



Carroll's Creek Water Authority

Martin Spur Expansion

Serving Rejenal Forest Subdivision and Charlottesville Subdivision

Summary of Project Funding

2/23/2017

TOTAL PRELIMINARY PROBABLE PROJECT COST(Estimated)	\$ 339,100
CUSTOMER CONTRIBUTIONS (To Date)	\$ 84,000
CCWA CONTRIBUTION (34 Potential Customers x \$5,000 per Customer)	\$ 170,000
REMAINING FUNDS REQUIRED	\$ 85,100

EX 3-6



Carroll's Creek Water Authority

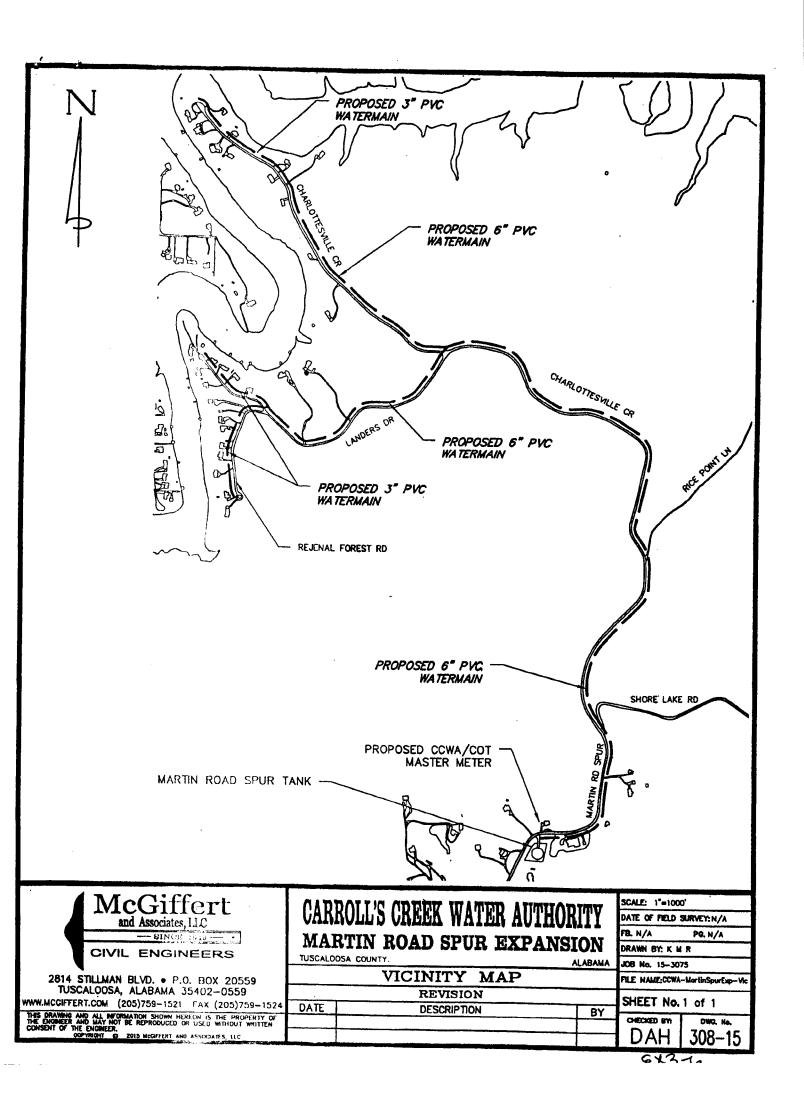
Martin Spur Expansion

Serving Rejenal Forest Subdivision and Charlottesville Subdivision

Engineer's Opinion of Probable Project Cost

8/27/2015

Item	Estimated	Γ	8/2//2015			
No.	Quantity	Unit	Description			
1	15,600	1.f.	Description 6" PVC Cl. 200 Water Main	Unit Price	ļ	Total
2	1,000	1.f.	3" PVC Cl. 200 Water Main	7.50	├	117,000
3	1,500	I.f.	3/4" Type "K" Copper Service Tubing for Domestic Service	5.50		5,500
4	34	each	5/8" x 3/4" Domestic Service w/ Meter and Concrete Meter Box	10.50	 	15,750
5	34	each	3/4" Pressure Reducing Valve for Domestic Service	450.00	 	15,300
6	4	each	6" Gate Valve w/Valve Box	120.00	 	4,080
7	6	each	3" Gate Valve w/Valve Box	1,200.00		4,800
8	3	each	Flush Assembly	850.00	 	5,100
9	3	each	Fire Hydrant Assembly	3,300.00		1,500
10	1	each	Main Connection			9,900
11	1	each	6" Master Meter Station	2,500.00 42,500.00		2,500
12	3	each	Road Crossing (Uncased)	3,500.00		42,500
13	11	each	Driveway Bore	1,200.00		10,500
14	3,000	l.f.	Type A Silt Fence (installed and removed)	5.00		13,200
15	1,000	l.f.	20" Diameter Straw Wattle (installed and removed)	6.00		15,000
16	1	l.s.	Storm Water Monitoring and Temporary Erosion Control	2,500.00		6,000
17	1	l.s.	Storm Water Permitting and Monitoring	5,500.00		2,500
18	1	l.s.	Traffic Control	2,250.00		5,500 2,250
TOTAL PROBABLE CONSTRUCTION COST			\$	278,880		
Preliminary Engineering				1,500		
Engineering Design				24,400		
Resident Observation and Record Drawings				18,200		
TOTAL ENGINEERING SERVICES			\$	44,100		
Sites/Easements Surveying, Plats, Descriptions, and Negotiations				<u> </u>		
Stormwater Permitting and Inspections						2,500
ADEM Water Supply and County ROW Permitting					2,800	
Construction Contract Management					1,600	
Easement Land Cost					1,200	
City of Tuscaloosa Conditional Release Negotiations				1,200		
Misc Reimbursable Expenses				4,500		
Legal Services for Easements				1,800 520		
TOTAL ADDITIONAL SERVICES			\$	16,120		
TOTAL PRELIMINARY PRODUCT COST			\$	339,100		
Cost Per Customer			\$			
		-				9,974



PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: One

Proposed Project Description: Material to Tuscaloosa County School System – Northside High School for access road improvement to Baseball field. Six loads of shale and three of crusher run at total cost estimated by Engineering of \$2,100. Volunteers with the Athletic Boosters will construct improvement to road itself.

Use of District One Community Development funds of \$2,100.

Funding source: District 1 Community Development Funds

To be placed on Commission Agenda 3-8-17

Funding Amount Required: \$2,100	
Commissioner Approval:	Date:
Legal Counsel Review:	Date:
Finance Director Review & Dichurcement	Datos

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: Three

<u>Proposed Project Description:</u> Funds to be paid to the Tuscaloosa County Board of Education for the purchase of a message board sign for Hillcrest High School based on the attached quote.

Funding Amount Required: \$22,000.00 from District 3 Community Development Funds

To Be Placed on Commission Agenda 3/8/2017

Commissioner Approval:			
Legal Counsel Review:	Date:		
Finance Director Review & Disbursement:	Date:		





QUOTATION

This quote is valid for 30 days

DATE: 2-17-2017

QUOTED TO: Hillcrest high school

EQUIPMENT

	FNEN		
			LIST
<u> </u>	REFERBISHED Master / slave 16mm outdoor scorevision message center	\$19,500.00	
	*16mm resolution	•	
	*wireless WIFI control		
1	*laptop computer with NOVA SOFTWARE		1 1
ł	5' x 10' "W matrix size		
1	SHIPPING		
	INSTALLATION.		
į.	*5 YEAR WARRANTY		
	ON SITE TRAINING		
	ON ONE TRAINING		
2	3' x 10' LED lighted signs with school mascot * lettering	\$ 2,500.00	
	o w to all bights origine with bolloon madoon following	Ψ 2,000.00	,
	5 YEAR PARTS & LABOR WARRANTY		
		A 60 600 60	
	TOTAL	\$ 22,000.00	1
	ALA ON COMPEKC ASTER OPPER SOR DELIVERY		
	ALLOW 6.8 WEEKS AFTER ORDER FOR DELIVERY 100% DUBLIS AND AFTER COMPLETE		
	100% DU YS AFTER COMPLETE		

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: Three

<u>Proposed Project Description:</u> Funds to be paid to the Tuscaloosa County Sheriff's Office and used to allow all of the TCSO Student Resource Officers to attend The Alabama Association of School Resource Officers summer conference. The TCSO is going to be responsible for all meals and other expenses related to the conference.

Funding Amount Required: \$6,989.75 from District 3 Community Development Funds

To Be Placed on Commission Agenda 3/8/2017

Commissioner Approval:	Date: 3/6/17
Legal Counsel Review:	Date:
Finance Director Review & Disbursement:	Date:

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: Three

<u>Proposed Project Description:</u> Funds to be paid to the Tuscaloosa County PARA to repair the field lighting on the girls softball fields behind Englewood Elementary.

Funding Amount Required: Not to exceed \$9,357.90 from District 3 Community Development Funds

To Be Placed on Commission Agenda 3/08/2017

Commissioner Approval:	Date: 3/6/17
	, ,
Legal Counsel Review:	Date:
Finance Director Review & Disbursement:	Date:

Attachment 1

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: 1, 2, 3, 44
Proposed Project Description: PARA SUMMER YOUTH WORK PROGRAM
LORT PROGRAM
\$12,500 EACH
Funding Amount Required: \$\frac{4}{50,000}
Commissioner Approval:Date:
Legal Counsel Review: AUNT Some Date: 3/8/17
Finance Director Review & Disbursement: 12 Combo Date: 3-8-17

EX3-11

PROPOSAL FOR REVIEW, APPROVAL AND FUNDING OF PUBLIC USE PROJECTS BY DISTRICT

Commission District: Four
Proposed Project Description: COUNTY BOARD OF EDUCATION
SIPSEY VALLEY COACHING SUPPLEMENT
Funding Amount Required:#2,500
Commissioner Approval:Date:
Legal Counsel Review:Date:
Finance Director Review & Disbursement: AM Cambon Date: 3-8-17

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