

TUSCALOOSA COUNTY COMMISSION
MEETING
SEPTEMBER 21, 2016

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Chairman W. Hardy McCollum presented Tuscaloosa County Day Custodian Teresa Williams a twenty-five year service pin and thanked her for her dedicated service to the citizens of Tuscaloosa County.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss acceptance of Quail Ridge, Phase I.

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution accepting the streets in Quail Ridge, Phase I. The developer has deposited funds sufficient to cover the cost of completing the streets and drainage structures within Quail Ridge, Phase I.

The County Commission received bids for crushed stone, limestone riprap, and dump truck rentals and referred them to the Engineering Department for appropriate action. The bidding firms are as follows:

Crushed Stone:

Vulcan Materials

Martin Marietta

ST Bunn

Limestone Riprip:

Vulcan Materials

Martin Marietta

Dump Truck Rental:

Pearce Trucking

Exhibit 9-2, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for August 2016.

Exhibit 9-3, Page

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to schedule a work session on September 26, 2106 at 10 a.m. to discuss the County Budget and other issues and, in addition, to schedule a Commission meeting on September 28, 2106 at 9 a.m.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve funding agreements with the Tuscaloosa County Road Improvement Commission (TCRIC) for the intersection of Martin Road and Highway 69 in the amount of \$1,400,000.00 with \$1,100,000.00 to be reimbursed by TCRIC and \$300,000.00 by ALDOT and for the intersection of Bear Creek Cut-off Road and US Highway 82/State Road 215 in the amount of \$2,500,000.00 to be reimbursed by TCRIC.

Exhibit 9-4, Pages

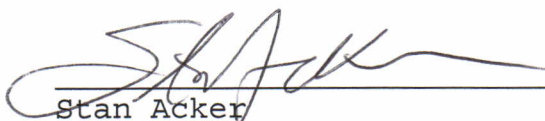
The County Commission directed County Attorney Robert Spence to create an agreement with West Alabama Works, Work Force Development Council for funding in the amount of \$25,000.00 annually and for the agreement to be presented back to the Commission at a later meeting for review.

Exhibit 9-5, Pages

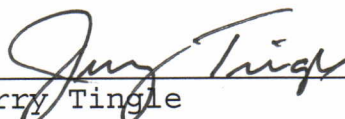
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 28, 2016.



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



Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

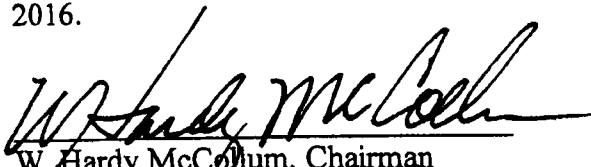
RESOLUTION ACCEPTING STREETS IN QUAIL RIDGE, PHASE I

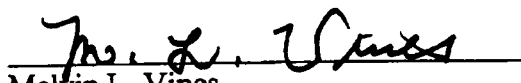
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has deposited funds sufficient to cover the cost of completing the streets, together with the drainage structures in the streets, within **Quail Ridge Phase I**, and that the Engineer recommends accepting the streets for maintenance by Tuscaloosa County and that the remaining construction will be performed by County forces and in accordance with the County specifications.

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

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Approved at our regularly scheduled meeting on this the 21st day of September, 2016.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 9-1

READ CAREFULLY

RIP RAP

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same.

If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 20th day of September 2016.

Patricia Paige Brown
Notary Public

FIRM VULCAN MATERIALS COMPANY
Name

BY Heather Freeman
Signature Acceptable in Ink Only

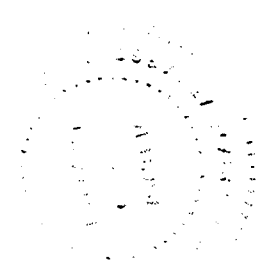
MAILING ADDRESS 237 LIMESTONE DRIVE

CITY & STATE HELENA, ALABAMA

PHONE NO (205) 807-5294

TERMS NET 15 MONTH PROX

DATE 9-20-16



My Commission Expires
February 7, 2017

Ex 9-2

ALL Bidders Must Use Our Bid Form and Show on Envelope
the Bid Number and Opening Date.

Each numbered bid must be in separate envelope with Bid
Number and Opening Date on outside of each envelope.

Original of this sheet MUST accompany ALL BIDS.
MAKE COPY FOR YOUR FILES

F.O.B. ZONE 1 PER TON BY VENDORS TRUCKS (Eastern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 1	BID AMOUNT
CL. 1 RIPRAP (limestone only)	550	\$25.50	\$ 14,025.00
CL. 2 RIPRAP (limestone only)	5,200	25.50	132,600.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

F.O.B. ZONE 2 PER TON BY VENDORS TRUCKS (Western Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 2	BID AMOUNT
CL. 1 RIPRAP (limestone only)	550	\$26.75	\$ 14,712.50
CL. 2 RIPRAP (limestone only)	2,600	26.75	69,550.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

EX 9-2

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Vulcan Construction Materials, LLC

of 1200 Urban Center, Birmingham, AL 35242

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Tuscaloosa County Commission,
714 Greensboro Ave., Room G78, Tuscaloosa, AL 35401

(hereinafter called the Oblige) in the penal sum of Ten thousand dollars and zero cents

Dollars (\$10,000)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Limestone rip rap

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 20 day of September, 2016

Christin Spencer

Witness

Vulcan Construction Materials, LLC

(Seal)

Principal

J. Brent Woodall ASST. TREASURER
J. Brent Woodall

Title

Bush

Witness

Liberty Mutual Insurance Company

By Annette Wisong
Annette Wisong

Attorney-in-Fact

EX-9-2

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7029582

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Wisong; Chaun M. Wilson; Cheryl Lynn Boozer; Joseph R. Williams; Rebecca E. Howard; Sarah Hancock; Steven L. Swords; Tina H. Kennedy

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of June 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of September 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Ex 9-2

F.O.B. ZONE 3 PER TON BY VENDORS TRUCKS (Northern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 3	BID AMOUNT
CL. 1 RIPRAP (limestone only)	550	\$ 27.75	\$ 15,262.50
CL. 2 RIPRAP (limestone only)	2,600	27.75	72,150.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

BID PRICE FOR PICK UP BY COUNTY TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE FOR PICKUP BY COUNTY TRUCKS	BID AMOUNT
CL. 1 RIPRAP (limestone only)	165	\$ 20.50	\$ 3,382.50
CL. 2 RIPRAP (limestone only)	780	20.50	15,990.00

COMPANY NAME VULCAN MATERIALS COMPANY
 MAILING ADDRESS 11717 VULCAN ROAD
 CITY & STATE VANCE, ALABAMA
 PHONE NO (205) 507-1144

Ex 9-2

READ CAREFULLY

RIP RAP

BIDS MADE OUT IN PENCIL WILL NOT BE ACCEPTED. Brand names, catalog numbers, etc. are used to indicate levels quality. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or your bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. County reserves the right to accept or reject all bids or any portion thereof.

We agree to furnish the above at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same.

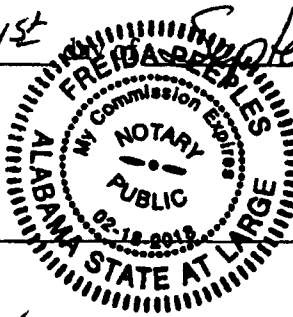
If you cannot furnish any of the items listed, please return this sheet ONLY marked "No Bid" and give information on reverse side for up-dating your listing in our records.

This Bid Must Be Notarized Below.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Sworn to and subscribed before me this 21st September 2016.

Freida Peoples
Notary Public



FIRM Martin Masilla
Name

BY [Signature]
Signature Acceptable in Ink Only

MAILING ADDRESS 18600 International Park Drive Suite 250

CITY & STATE Birmingham AL 35243

PHONE NO 205-224-7899

TERMS N30

DATE 9/21/16

Ex 9-2

**ALL Bidders Must Use Our Bid Form and Show on Envelope
the Bid Number and Opening Date.
Each numbered bid must be in separate envelope with Bid
Number and Opening Date on outside of each envelope.
Original of this sheet MUST accompany ALL BIDS.
MAKE COPY FOR YOUR FILES**

F.O.B. ZONE 1 PER TON BY VENDORS TRUCKS (Eastern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 1	BID AMOUNT
CL. 1 RIPRAP (limestone only)	550	\$ 26.75	\$ 14,712.50
CL. 2 RIPRAP (limestone only)	5,200	\$ 26.75	\$ 139,100.00

COMPANY NAME Martin Marietta
 MAILING ADDRESS 1800 International Park Dr. Suite 250
 CITY & STATE Birmingham, AL 35243
 PHONE NO 205-224-7899

F.O.B. ZONE 2 PER TON BY VENDORS TRUCKS (Western Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 2	BID AMOUNT
CL. 1 RIPRAP (limestone only)	550	No Bid	No Bid
CL. 2 RIPRAP (limestone only)	2,600	No Bid	No Bid

COMPANY NAME _____
 MAILING ADDRESS _____
 CITY & STATE _____
 PHONE NO _____

EX 9-2

F.O.B. ZONE 3 PER TON BY VENDORS TRUCKS (Northern Tuscaloosa County)

ITEM	QUANTITY (TONS)	UNIT PRICE F.O.B. ZONE 3	BID AMOUNT
CL. 1 RIPRAP (limestone only)	550	No Bid	No Bid
CL. 2 RIPRAP (limestone only)	2,600	No Bid	No Bid

COMPANY NAME _____
 MAILING ADDRESS _____
 CITY & STATE _____
 PHONE NO _____

BID PRICE FOR PICK UP BY COUNTY TRUCKS

ITEM	QUANTITY (TONS)	UNIT PRICE FOR PICKUP BY COUNTY TRUCKS	BID AMOUNT
CL. 1 RIPRAP (limestone only)	165	21.00	3465.00
CL. 2 RIPRAP (limestone only)	780	21.00	16,380.00

COMPANY NAME Martin Marietta
 MAILING ADDRESS 1800 International Park Dr. Suite 250
 CITY & STATE Bham, AL 35243
 PHONE NO 205-824-7899

EX 9-2

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

BID BOND TO THE COUNTY OF TUSCALOOSA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Pearce Trucking, Inc.
as Principal;

And _____, as Surety (NOTE: If cashier's check drawn on an Alabama bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the County of Tuscaloosa, Alabama, as obligee, hereinafter called the County, in the sum of ten thousand Dollars () for payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Project/Bid Item: Dump Truck Rental Bid

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver Performance Bond in the Forms as attached to the Bid Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts required by the Instructions to Bidders shall in all perform the agreement created by the acceptance of said bid within ten (10) days after the prescribed forms have been presented to Bidder for execution; Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that liability for the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

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

EX 9-2