

TUSCALOOSA COUNTY COMMISSION
MEETING
SEPTEMBER 6, 2017

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 Nelson
Reginald Murray

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss the License Commissioner vacancy and a legal claim.

Chairman W. Hardy McCollum presented Tuscaloosa County Maintenance Carpenter Shawn Lake a twenty-five year service pin and thanked him for his dedicated service to the citizens of Tuscaloosa County.

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Ennis Subdivision.

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 Selman Subdivision.

Exhibit 9-2, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve an agreement with ALDOT for construction of the Old Greensboro Road resurfacing project.

Exhibit 9-3, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a contract with McGiffert and Associates for the Jerusalem Heights redevelopment project. The contract amount of \$38,500.00 will be funded from the District 4 discretionary fund.

Exhibit 9-4, Pages

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to approve payment in the amount of \$15,893.40 to Carroll's Creek Water Authority for engineering fees related to the water line relocation on the Martin Road project. Fees are to be reimbursed by the Tuscaloosa County Road Improvement Commission.

Exhibit 9-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize demolition of a structure, determined to be a public nuisance, at 4021 21st NE, Holt.

Exhibit 9-6, Page

Upon request by Maintenance Superintendent Dan Medders, Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve contracts for the 2nd floor County Courthouse renovations.

Exhibit 9-7, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a Memorandum of Understanding proposed by ALDOT on the intersection improvement project at Highway 43N and Mitt Lary Rd. The total cost is \$1 million and Director Cooper has committed ALDOT to 50% with the County and the City of Northport contributing 25% or \$250,000.00 each for the remaining \$500,000.00.

Exhibit 9-8, Pages

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request in the amount of \$15,000.00 from the District II discretionary fund for the security fence and sidewalk connecting the Holt Senior Center to the park.

Exhibit 9-9, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding in the amount of \$1,500.00 for the appraisal of one acre of property for the Holt Storm Shelter. FEMA will allow a deduction of the cost as in kind contribution to deduct from the County's match for the project.

Exhibit 9-10, Page

Commissioner Jerry Tingle's motion to accept Marley Road into the county road maintenance system failed for lack of a second.

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to accept the roads in Phase II of the previously approved delinquent subdivision completion program and authorize the County Engineer to move forward with the repairs and required paving of the subdivision roads. The expense of the project will be paid out of county reserves while the County Attorney continues to pursue legal avenues of collection against the developers of the subdivisions with any recovery realized from said efforts used to reimburse the county for its expenditures related to the subdivisions.

Exhibit 9-11, Page

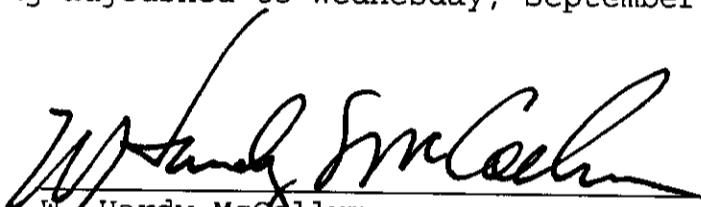
Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Engineering Department to post "No Parking" on both sides of all streets in King Acres Subdivision.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Engineering Department to post "No Parking" on both sides of 14th Avenue East and 55th Street East in the Jerusalem Heights Subdivision.

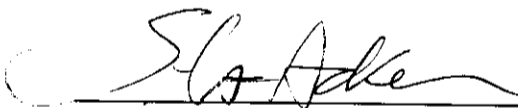
Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to deny the settlement of the claim of Lorenzo Posada presented by County Attorney Robert Spence.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appoint Lynne Robbins as Tuscaloosa County License Commissioner.

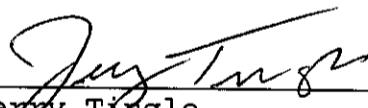
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, September 20, 2017.



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



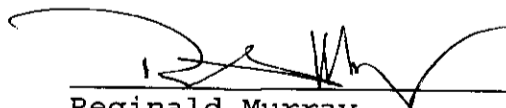
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT


Ennis Subdivision

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

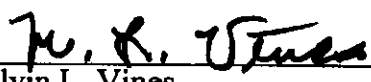
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

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 6th day of September, 2017.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX-9-1

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

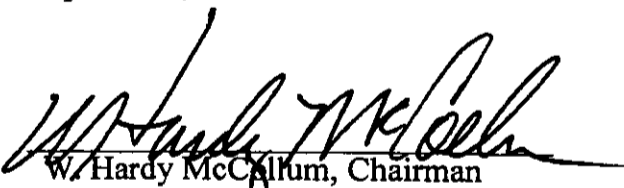
Selman Estates


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 6th day of September, 2017.


W. Hardy McCallum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 9-2

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT
BETWEEN THE STATE OF ALABAMA
AND
TUSCALOOSA COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Tuscaloosa County (FEIN 63-6001719), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the patching and resurfacing on CR-95 (Old Greensboro Road) from H.B. Johnson Road to Maxwell Loop Road.

Length - 4.463 miles

Project# ACOA61872-ATRP(017); TCP# 63-14-13; ATRIP# 63-05-31

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT without cost to the STATE or this PROJECT. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

EX 9-3

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 729,849.14
County Funds	\$ <u>182,462.29</u>
Total (Including E & I)	\$ 912,311.43
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

EX 9-3

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.
- (17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- (21) Exhibits M, N, and S are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

EX 9-3

- (23) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- (24) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (25) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

EX 9-3

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. R. Vinas
Clerk (Signature)

BY: W. Hardy McCallum
Chairman (Signature)
Tuscaloosa County Commission

Melvin L. Vinas
Print Name of Clerk

W. Hardy McCallum
Print Name of Chairman

RECOMMENDED:

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

Terry W. Robinson
Innovative Programs Acting Bureau Chief

Don T. Arkle, P.E.
Chief Engineer

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

William F. Patty
Chief Counsel

John R. Cooper
Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON
THE ____ DAY OF _____, 20 ____.

GOVERNOR OF ALABAMA
KAY IVEY

EX 9-3

Exhibit M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EX 9-3

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS:

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subjected to its provisions.

EX 9-3

EXHIBIT S

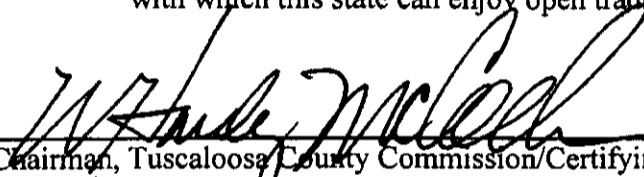
State Contract ID#:
Federal-Aid Project#: ACOA61872-ATRP(017)
State of Alabama

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312:

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.

- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.



Chairman, Tuscaloosa County Commission/Certifying Official (Signature)

W. Hardy McColburn

Print Name of Chairman/Certifying Official

9-8-17

Date of Certification

The above Certification was signed in my presence by the person whose name appears above on this 8th day of September, 2017.



Signature of Witness/Clerk

Melvin L. Vines

Print Name of Witness/Clerk

EX9-3

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The patching and resurfacing on CR-95 (Old Greensboro Road) from H.B. Johnson Road to Maxwell Loop Road. Length - 4.463 miles
Project# ACOA61872-ATRP(017); TCP# 63-14-13; ATRIP# 63-05-31

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 6th day of September, 2017.

ATTESTED:

J. R. Jones County Clerk
Whitney Reed Chairman, Tuscaloosa County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

6th day of September, 2017, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

6th day of September, 2017.

J. R. Jones
County Clerk

SEAL

EX 9-3



COPY

Site Design

July 5, 2017

Mr. Farrington Snipes
 Tuscaloosa County Commission
 Department of Planning & Community Development

Utility Design

Transmitted Via Electronic Mail <fsnipes@tuscco.com>

Transportation

Re: Jerusalem Heights Redevelopment Project
 Tuscaloosa County, AL
 Professional Services Proposal

Dear Mr. Snipes:

Environmental

We greatly appreciate the opportunity to provide a proposal for assistance with the Jerusalem Heights Redevelopment Project. We understand that the County is entering into the study phase of the project, for which the following overall project goals are to be accomplished by the County:

COPY

Overall Project Goals - County

Surveying

- Assist with the relocation of businesses, particularly those less desirable (auto salvage yards, etc.), out of the study area.
- Assist with the restructuring of property occupancy, ultimately having only one residence per tax parcel.
- Assist with the relocation of mobile homes out of the study area.
- Incentivize private redevelopment efforts, particularly the construction of new site-built residences, with new public infrastructure including roadways, sanitary sewer, storm drainage, and water mains.

Construction
 Contract
 Administration

The fee structure outlined below is based on the project limits map (Exhibit "A") and our previous discussions concerning the project.

McGiffert and Associates, LLC Anticipated Scope of Services

Task 1:

Aerial Photography and Aerial Topographic Mapping

- We propose to engage Southern Resources Mapping, Inc. to provide a current aerial photograph along with aerial topographic data. These maps will be utilized for the tasks discussed below.

Estimated Fee **\$7,900**

2814 Stillman Boulevard
 Tuscaloosa, AL 35401

Post Office Box 20559
 Tuscaloosa, AL 35402

Telephone 205.759.1521
 Fax 205.759.1524

www.mcgiffert.com

EX 9-4

COPY

COPY

EX9-4

Task 2:

Gather Property Information Data

- We propose to gather property information for all tax parcels inside the study area consisting of the following:
 - Tax parcel identification number
 - Owner name
 - Tax parcel address
 - Tax parcel assessment mailing address
 - Occupancy classification (site-built residential, mobile home, business, vacant)

 - We propose utilize online County tax assessor information, supplemented with aerial photography and site reconnaissance to deliver the property information data set in either a Microsoft Access database or a Microsoft Excel spreadsheet.
- Lump Sum Fee..... \$4,100**

Task 3:

Prepare Infrastructure Improvements Master Plan

- We propose to prepare an Infrastructure Improvements Master Plan of the study area consisting of the following:
 - New roadways: Standard residential street cross-section with curb and gutter, right-of-way widening as necessary.
 - Sanitary Sewer: Gravity sewer mains generally constructed in road rights-of-way with pump station, if necessary. It should be noted that the City of Tuscaloosa will need to be engaged to determine what policy modifications are required to allow for County sewer extensions/connections. Fees for assistance with these negotiations are outlined in Task 4.
 - Storm Drainage: Storm drainage inlets and piping infrastructure generally constructed in road rights-of-way. Hydraulic calculations are not included in this task, but rather inlet locations and pipe routing.
 - Watermains: Watermain infrastructure generally constructed in road rights-of-way.

 - We will utilize the aerial topographic data discussed above along with County Tax Assessor Maps for the preparation of the Infrastructure Improvements Master Plan. Note that no field surveying is included with our proposed professional services at this time.

 - The plan will also include potential boundaries of the infrastructure construction “phases”.
- Lump Sum Fee..... \$11,800**

Task 4:

Assistance with City of Tuscaloosa Negotiations Concerning Sanitary Sewer Connection Policy

Estimated Fee..... \$4,900

Task 5:

Prepare Infrastructure Improvements Construction Cost Estimates

- We propose to prepare preliminary opinions of costs for the planned infrastructure discussed in Task 3.

 - We propose to develop an overall opinion of cost for the project, from which a unit cost (“cost per linear foot” of roadway components, sanitary sewer components, storm drainage components and watermain components) can be extrapolated. This comprehensive unit cost could then be applied to any certain portion of the project for which an estimated cost is needed.
- Lump Sum Fee \$5,900**

EX 9-4

Task 6:

Prepare Conceptual Layout for 12th Avenue East Sanitary Sewer Main

- We will utilize the aerial topographic data discussed above along with County Tax Assessor Maps for the preparation of a conceptual layout for 12th Avenue East sanitary sewer main.
- A sanitary sewer extension to 12th Avenue East may connect to the City of Tuscaloosa Cypress Creek Interceptor, located just North of the 12th Avenue East terminus.
- It should be noted that the portion of 12th Avenue East discussed herein is located within the City of Tuscaloosa corporate limits.
- Fees for this task exclude preparation of construction cost estimates.

Lump Sum Fee\$3,900

Summary of Proposed Fees

Task 1: Aerial Photography and Aerial Topographic Mapping	\$ 7,900
Task 2: Gather Property Information Data	\$ 4,100
Task 3: Prepare Infrastructure Improvements Master Plan	\$ 11,800
Task 4: Assistance with City of Tuscaloosa Negotiations Concerning Sanitary Sewer Connection Policy	\$ 4,900
Task 5: Prepare Infrastructure Improvements Construction Cost Estimates	\$ 5,900
Task 6: Prepare Conceptual Layout for 12th Avenue East Sanitary Sewer Main	\$ 3,900
Total Proposed Fees	\$ 38,500

We have attached as Exhibit "B" our 'General Terms and Conditions' associated with our work on this project. If you are in agreement with the above, please sign and return a copy to us for our files.

If Client verbally requests McGiffert and Associates, LLC to begin work or provide services as described in this proposal and McGiffert and Associates, LLC begins such work or provides such services before Client signs and returns this proposal, then Client shall be deemed to have accepted all provisions of this proposal, including the General Terms and Conditions attached hereto.

We look forward to being a part of your project. If there is additional information we can provide, please advise. We will await your authorization before commencing work on the project.

Yours truly,

McGIFFERT AND ASSOCIATES, LLC



Jimmy Duncan, PE, PLS, LEED AP
JLD/dm

Attachments:

- Exhibit "A", Project Limits Map
- Exhibit "B", General Terms and Conditions
- Exhibit "C", Hourly Rate Schedule

ACCEPTED:

Client: Tuscaloosa County

Signature: _____

Name: W. Hardy McCollum

Title: Commission Chairman

Date: September 06, 2017

APPROVED BY
COUNTY COMMISSION
DATE 09-06-2017

EX-4

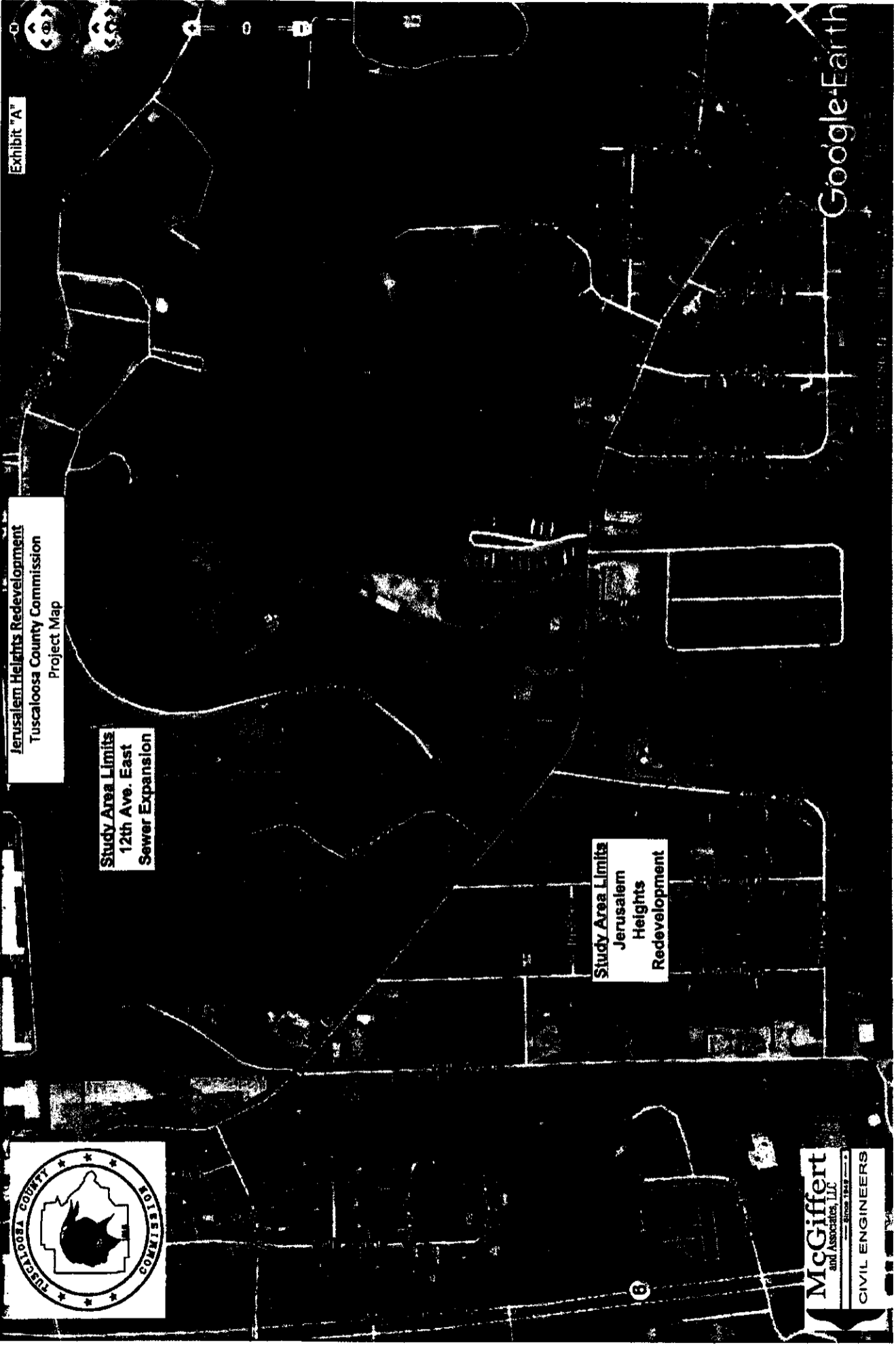


Exhibit "A"

Jerusalem Heights Redevelopment
Tuscaloosa County Commission
Project Map

Study Area Limits
12th Ave. East
Sewer Expansion

Study Area Limits
Jerusalem
Heights
Redevelopment



McGiffert
and Associates, LLC
SINCE 1949
CIVIL ENGINEERS

Google Earth

EX 9-4



GENERAL TERMS AND CONDITIONS

1. PAYMENT TERMS: McGiffert and Associates, LLC (hereafter "ENGINEER") will submit invoices to Client monthly, or less frequently as determined by ENGINEER, and/or a final bill upon completion of services. Payments are due upon receipt. Client's obligation to pay for services is in no way dependent upon Client's ability to obtain financing, obtain approval from any governmental or regulatory agency, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from the date of invoice, the amounts due may be subject to a late charge of one and a half percent (1.5%) per month, calculated from said thirtieth (30th) day. In addition, ENGINEER reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred. Any attorney's fees, collection fees or costs related to or incurred in the collection of any past due amounts shall be paid by Client.

2. ADDITIONAL SERVICES: All estimated costs and hourly rates listed in the body of this Agreement or as an attachment are based on the scope of services as described therein. The scope of services may be changed only by mutual consent of Client and ENGINEER. If Client requests additional services beyond the scope set forth above, ENGINEER may perform the additional services at the unit rates in the Agreement or may attempt to negotiate a revised fee to the satisfaction of both Client and ENGINEER at that time. ENGINEER reserves the right to adjust any unit or hourly rates for inflation costs on a one-year interval from the date of this Agreement.

3. INSURANCE: ENGINEER shall secure and maintain insurance as required by law or statutory requirements which will protect ENGINEER from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage that may arise from the performance of ENGINEER'S services under and pursuant to this Agreement. Certificates of such insurance coverage will be provided to Client upon request.

4. STANDARD OF CARE: Services performed by ENGINEER on this project will be performed in a manner consistent with that level of care and skill ordinarily exercised under similar conditions by reputable civil engineers and surveyors practicing in the same or similar locality. No other warranty, expressed or implied, is made.

5. LIMITATION OF PROFESSIONAL LIABILITY: Client hereby agrees that to the fullest extent permitted by law, ENGINEER'S total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the ENGINEER'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of insurance carried by ENGINEER. If Client prefers to have higher limits on ENGINEER'S professional liability, ENGINEER, at its sole discretion, may increase the limits upon Client's written request, provided that Client agrees to pay the cost for such additional insurance coverage. Client agrees to defend, indemnify, and hold ENGINEER, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages and other liabilities arising out of or in any way related to the services to be performed by ENGINEER hereunder, ENGINEER'S reports or recommendations concerning this Agreement or ENGINEER'S presence on the project property, and for damages caused by Client's failure to follow ENGINEER'S recommendations, provided that Client shall not indemnify ENGINEER against liability for damages to the extent caused by the negligence or intentional misconduct of ENGINEER, its agents, subcontractors, or employees.

6. CONSTRUCTION OBSERVATION AND SITE VISITS: If construction observation services are part of the Agreement, then the presence of field personnel, either full-time or at a lesser degree as determined by ENGINEER, will be for the purpose of providing periodic observation of the progress of the work. The Client agrees that the ENGINEER will not be responsible for supervising or directing the actual work of the contractor, its employees, subcontractors, or agents, and that the presence of ENGINEER'S representative, or observation by ENGINEER, shall not relieve the contractor of its responsibility for performing the work in accordance with the plans and specifications and will not create any liability to ENGINEER if the contractor's work deviates from the plans and specifications. ENGINEER shall not be responsible for construction site safety or construction procedures, nor will ENGINEER be responsible for the quality of the work performed by the contractor, subcontractors or other consultants. Client agrees that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA and other Federal, State, and Local regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that ENGINEER does not have the duty or right to stop the work of the contractor.