

TUSCALOOSA COUNTY COMMISSION
MEETING
November 7, 2007

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

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

Don Wallace
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment of \$23,612.50 to Almon Associates for engineering services on the Duncanville Middle School Road Project.

Exhibit 11-1, Page 222

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of \$772.00 to Burk-Kleinpeter, Inc. for engineering services on the Boyd Road Project.

Exhibit 11-2, Page 223

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to award the bid for reinforcing steel to O'Ferrell Rebar, Inc. The bids were opened October 17, 2007.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize

payment of \$8,295.00 to Carroll's Creek Water Authority for water line relocation on Herman Boyd Road.

Exhibit 11-3, Page 224

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a material option with Don Presley at a cost of \$.80 per cubic yard for sand/clay material. The material will be used for a nearby project; therefore, the county will realize a savings on the hauling expense.

Exhibit 11-4, Page 225

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to allow disturbed mine runoff from Southland Resources, Inc.'s Searles Mine No. 5 mining operation along County Road 54 to drain through county culverts. Southland Resources, Inc. agrees to promptly correct any siltation problems resulting from this action, and further agrees to indemnify Tuscaloosa County from any ADEM violations.

Exhibit 11-5, Page 226

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to establish a committee composed of County Engineer Bobby Hagler, County Attorney Robert Spence, Commissioner Don Wallace, Commissioner Reginald Murray, and a consulting engineer to study the floodplain provisions and to develop an enforcement plan of Tuscaloosa County's Flood Damage Prevention Ordinance. The Commission lifted all stop-work orders that had been issued recently against local companies in or near a floodplain. Upon the recommendation of County Engineer Bobby Hagler, the Commission agreed to require that future stop-work orders be approved by a Commission vote. The Commission lifted the stop-work order that had been issued against Southeast Architectural Woodworks Company (Sawco), as that company has fulfilled all of the county's floodplain requirements regarding their planned expansion.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider the following:

1. Execution of a contract between Tuscaloosa County and the Natural Resources Conservation Service
2. Execution of a contract between Tuscaloosa County and the City of Tuscaloosa for Jay Bird Road Water Main Extension
3. Execution of a Resolution of Applicant for Matching Funds for a Law Enforcement/Traffic Safety Division grant application to ADECA

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the following:

1. Execution of a Cooperative Agreement for Office Space in Tuscaloosa, AL between the Tuscaloosa County Commission and the U.S. Department of Agriculture Natural Resources Conservation Service

Exhibit 11-6, Pages 227-229

2. Execution of a Permit Agreement for Developer Constructed Water Lines between the City of Tuscaloosa and Tuscaloosa County Commission for Jay Bird Road Water Main Extension

Exhibit 11-7, Pages 230-242

3. Execution of a Resolution of Applicant for Matching Funds for a grant application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division for the purchase of equipment for the Sheriff's Office

Exhibit 11-8, Page 243

There being no opposition expressed, Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution approving the vacation of a portion of a public street in Tuscaloosa County generally known as "20th Street N.E.".

Exhibit 11-9, Pages 244-245

The County Commission agreed to accept \$2,000 from residents of Jay Bird Road toward the \$5,707.40 needed to fulfill their 50% match on the Jay Bird Road Water Extension Project. The balance of the residents' match, \$3,707.40, will be paid by them to the county in monthly installments. The County Commission is paying

50% of the total project cost; but will forward the full amount of \$11,414.79 to the City of Tuscaloosa in order for the project to move forward.


Exhibit 11-10, Pages 246-247

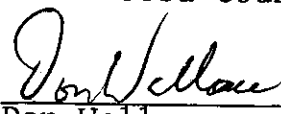
The motion by Commissioner Don Wallace, seconded by Commissioner Reginald Murray, to reassign administration of Tuscaloosa County's Flood Insurance Program to the Planning Department failed on a tie vote. Commissioner Gary Youngblood and Commissioner Bobby Miller cast the NAY votes.

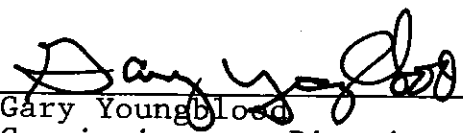
Commissioner Reginald Murray's motion to go into an executive session failed for lack of a second.

Commissioner Reginald Murray's motion for Tuscaloosa County to fund the Johnson Road/Culver Road Sanitary Sewer Service Extension Project failed for lack of a second. The County Commission had previously committed \$598,605.32 toward the total project cost of \$998,605.32 when applying for a CDBG grant for the balance of \$400,000.00. The grant was not funded, and Commissioner Murray proposed using \$400,000.00 of District IV's road construction money to complete the funding.


There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, November 21, 2007.


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


 Don Wallace
 Commissioner - District I


 Gary Youngblood
 Commissioner - District II


 Bobby Miller
 Commissioner - District III


 Reginald Murray
 Commissioner - District IV



P.O. Drawer 2729
Tuscaloosa, AL 35403

Invoice

September 1, 2007
Project No: 2006168.00
Invoice No: 0000013

Mr. Bobby Hagler
2810 35th Street
Tuscaloosa AL 35401

US 82 to Duncanville Middle School
Professional services from August 1, 2007 to August 31, 2007

Professional Personnel

Phase I	Hours	Rate	Amount
NTE (\$73,200)(Billed to Date \$73,187.50)	.00	175.00	.00
Principle in Charge	.00	100.00	.00
Professional Engineer	.00	80.00	.00
Staff Engineer	.00		.00
Totals	.00		

Phase II	Hours	Rate	Amount
NTE (\$189,000) (Billed to Date \$157,907.50)	.00	175.00	.00
Principle in Charge	12.00	100.00	1,200.00
Professional Engineer	.00	110.00	.00
Project Manager	187.50	80.00	15,000.00
Staff Engineer	41.50	110.00	4,565.00
Sr. Professional Surveyor	7.50	60.00	450.00
Survey Tech III	10.00	50.00	500.00
Survey Tech II	.00	35.00	.00
Survey Tech I	23.50	75.00	1,762.50
Engineering Tech III	3.00	45.00	135.00
Clerical			23,612.50
Totals	285.00		

Total Professional Personnel 23,612.50
Total this invoice \$23,612.50

Status: Finalized tract sketches & deeds.
 Preliminary Design complete, working on final plans.

received
 9-6-07

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

11-1

BOOK 040-223
BURK KLEINPETER, INC.

11-2

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

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

PRESIDENT
 GEORGE C. KLEINPETER, JR., PE

ASSOCIATES

BRUCE HIGGINBOTHAM, PE
 DAVID TURNER, PE
 TERA WYATT, PE
 BRAD MATTHEWS, PE

600 LURLEEN WALLACE BOULEVARD, SUITE 180
 TUSCALOOSA, ALABAMA 35401-1734
 TELEPHONE (205) 759-3221 FAX (205) 759-9166
 WWW.BKIUSA.COM

VICE PRESIDENT
 O. JEFFREY WOOD, PE



WILLIAM R. BURK, JR., 1912-1986

OVER 95 YEARS OF SERVICE

September 30, 2007

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

Attn: Tom Fancher

Re: Boyd Road
 Invoice # 6
 BKI Job No. 3297

For professional services rendered on the referenced project through the month of September 2007.

PAYMENT REQUEST NO.6

MAX FEE \$ 41,460.00

	TOTAL AMOUNT	% COMPLETE	AMOUNT COMPLETE	CURRENT AMOUNT DUE
DESIGN SERVICES	\$ 38,600.00	100%	\$ 38,600.00	\$ 772.00
GEOTECHNICAL SERVICES	\$ 2,860.00	100%	2,860.00	-

TOTALS: \$ 41,460.00 \$ 772.00

LESS PREVIOUSLY INVOICED: (40,688.00)

AMOUNT DUE THIS INVOICE: \$ 772.00

BKI Invoice: 44221
 ks

3297-01 \$ 772.00
 3297-9500 \$ - TTL

*THIS WORK HAS BEEN DONE.
 Tom Fancher
 10.17.07*

received
 10-5-07

TUSCALOOSA • NEW ORLEANS • BATON ROUGE • SHREVEPORT • BIRMINGHAM • MOBILE • HOUSTON • PASCAGOULA

11-2

TV 11-2

PAYMENT REQUEST

PROJECT NAME: TUSCALOOSA COUNTY COMMISSION
HERMAN BOYD ROAD RELOCATION

OWNER:
Carroll's Creek Water System, Inc.
14462 Firehouse Road
Northport, AL 35475

Partial Final X

DATE OF COMPLETION:
Original:
Revised: September 20, 2007

AMOUNT OF CONTRACT:
Original: \$ 9,250.00
Revised: \$ 8,295.00

DATES OF ESTIMATE:
From: July 1, 2007
To: September 20, 2007

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price	Installed Quantity	Total Cost	Percent Complete
1	3" PVC CL. 200 Water Main	800	l.f.	4.75	780	3,705.00	100%
2	3/4" Type "K" Copper Service Tubing	300	l.f.	4.00	85	340.00	100%
3	5/8" x 3/4" Domestic Service without Meter with Concrete	5	ea.	350.00	5	1,750.00	100%
4	Main Connection	1	ea.	750.00	1	750.00	100%
5	3" Valve and Valve Box	1	ea.	425.00	1	425.00	100%
6	Flush Assembly	1	ea.	325.00	1	325.00	100%
7	AHD - 801 #57 Limestone	25	tons	25.00	0	-	100%
8	Testing and Disinfecting	1	l.s.	1,000.00	1	1,000.00	100%

Sub-Total \$ 8,295.00
 Less Retainage (5% up to 50%) -
 Amount Due this Estimate No. 1 (Final) \$ 8,295.00

Respectfully Submitted:

CARROLL'S CREEK WATER AUTHORITY

Jimmie Duddeth

Approved by:

McGiffert and Associates, LLC

[Signature]

Received
 10-16-07

File: payrequest/TCC-HermanBoydRd

11-3

TUSCALOOSA COUNTY
STATE OF ALABAMA
MATERIAL OPTION

- GRAVEL SAND
- TOPSOIL CHERT
- EARTH SANDSTONE
- ROCK

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

Know all men by these presents that and in consideration of one dollar (\$1.00) in hand paid to the undersigned, receipt of which is hereby acknowledged, the undersigned Owner(s) or authorized representative(s) of mineral and surface rights of a certain tract of land hereinafter described, do(es) hereby grant unto TUSCALOOSA COUNTY, acting through the Tuscaloosa County Public Works Department, or its contractor, the right to remove such quantities of the above indicated material as desired for use in the land, hereinafter described, together with the use of whatever lands are necessary for a convenient temporary right of way between this tract of land and the Project for the duration of this instrument: said tract being approximately described as follows: _____

NW 1/4 of the NW 1/4 of Section 6, Township 24 North and Range 3 East

On which land the definite location of the material to be removed has been designated to the undersigned; under the following conditions, to wit: Payment for the material removed from the above described land shall be at the rate of \$ 80 per cubic yard by loose volume in the same manner as payment to the County's hauling contractor(s) or agent(s) and that payment shall be made to the undersigned by the County or its contractor(s), within thirty (30) days after the expiration of each calendar month in which this material was removed, and it is hereby agreed that no payment shall be made to the undersigned for any stripping or material necessarily removed in securing suitable material. The County or its contractor(s) will remove without charge any or all such stripping or material to any spot on the land designated by the undersigned, within three hundred (300) feet of the place of excavation, and that the above payment will compensate the undersigned in full for any damages to the land incurred in the removal and disposal of these materials.

This option to purchase the right to remove materials in accordance with the terms of this instrument shall be binding upon the undersigned, the undersigned heirs, assigns, or administrators from the date of its execution for a period of 1 Year

The undersigned authorized representative(s) hereby further state(s) that they have the right to give this option and to sell the said material and that the said land (pit) is free and clear of all liens, mortgages, encumbrances and/or reservations.

CHECK ONE BOX ONLY

The undersigned owner(s) or authorized representative(s) agree(s) to obtain all applicable permits from the Alabama Department of Environmental Management, and to maintain the property in conformance with all applicable rules and regulations. Copies of the permits will be provided to the Tuscaloosa County Engineer prior to the removal of any material from this property.

OR

This agreement for removal of material is exclusive to Tuscaloosa County. The undersigned owner(s) or authorized representative(s) agree(s) to take all reasonable steps necessary to ensure that no party other than Tuscaloosa County shall have access to material from the property. In exchange for this exclusive agreement, Tuscaloosa County agrees to undertake to acquire and maintain, during the term of this agreement, all necessary permits from the Alabama Department of Environmental Management.

In witness whereof, the undersigned have hereunto set their hand and seal this 23 day of OCTOBER, 2007.

WITNESSES:

[Signature]

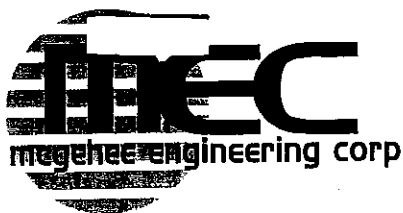
Don Presley

Don Presley

Address: 13900 Shiloh Rd.

Ralph, Al. 35480

SSN: 421-62-2660



October 23, 2007

Tuscaloosa County Engineers
ATTN: **Bobby C. Hagler**
2810 35th Street
Tuscaloosa, AL 35401

RE: **Southland Resources, Inc.**
Searles Mine No. 5, P-3894
County Road No. 54/Kellerman-Burchfield Road

Dear Mr. Hagler:

This letter follows Mr. Robert Spence's letter of October 23, 2007 concerning the above referenced Tuscaloosa County Road and Southland Resources, Inc. (SRI) mine and my request of September 10, 2007 to allow disturbed mine runoff to drain through Tuscaloosa County culverts. As requested in Mr. Spence's letter, SRI agrees to promptly correct any siltation problems occurring along County Road 54 that result from SRI's Searles Mine No. 5 mining operation. SRI further agrees to indemnify Tuscaloosa County from any ADEM violations that may occur along County Road 54 as a result of the Searles Mine No. 5 mining operation.

Please contact our office if you have any questions or need additional information.

Sincerely,
McGehee Engineering Corp.

A handwritten signature in cursive script that reads "Jeff Aldridge".

Jeff Aldridge

cc. Mr. Pat A. Jones (SRI)
Mr. Alan Goode (SRI)
Mr. Robert Spence

received
10-24-07

COOPERATIVE AGREEMENT

for

OFFICE SPACE IN TUSCALOOSA, ALABAMA

between the

TUSCALOOSA COUNTY COMMISSION

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This agreement is made and entered into effective the 1st day of November, 2007, by and between the Tuscaloosa County Commission, hereafter called the "Commission", and the Natural Resources Conservation Service, United States Department of Agriculture, hereafter called the "NRCS".

The Commission and the NRCS have mutual interests in the furtherance of federal programs administered by the NRCS. The NRCS has a need for space to further discharge their duties and functions. The Commission has office space available, which they desire to make available for use by NRCS. For and in consideration of the premises and mutual covenants herein contained, the parties hereto agree with each other as follows:

- A. The Commission will make the following described space available to the NRCS:

Approximately 335 square feet of office space located at the Tuscaloosa County Courthouse Annex, 2501 7th Street, Suite 300, Tuscaloosa, AL 35401
Telephone number: 205-349-3870 ext 463
- B. The Commission shall further provide that the space is maintained in good repair and tenable condition.
- C. The space may be occupied by the NRCS beginning November 1, 2007. The NRCS may continue to occupy the space until this agreement is terminated by either party on 30 days written notice to the other party.
- D. The NRCS will not be responsible for the good repair and tenable condition of the space except in case of damage arising from the act of negligence of NRCS personnel.

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EX 11-6

EX 11-6

- E. The NRCS may, during the existence of this agreement, make alterations, attach fixtures and erect additions, structures or signs, in or upon the premises; which fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the NRCS and may be removed there from by the NRCS prior to the termination of this agreement, and if required by the Commission, shall, before the expiration of this agreement, restore the premises to the same condition as that existing at the time of entering upon this agreement. Reasonable and ordinary wear and tear, damages by the elements or by circumstances over which the NRCS has no control are excluded. If the Commission requires such restoration, the Commission shall give written notice thereof to the NRCS at least 21 days before the termination of this agreement for office space.
- F. Nondiscrimination- Facilities:
1. As used in this section, "facilities" includes stores, shops, restaurants, cafeterias, restrooms, and any other facilities of a public nature in the building in which the space covered by this agreement is located.
 2. The Commission agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.
 3. It is agreed that the Commission's noncompliance with provisions of this section shall constitute a material breach of this agreement. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this agreement, or may pursue such other remedies as may be provided by law.
 4. The Commission agrees to include, or to require the inclusion of, the foregoing provisions of this section (with terms "Commission" and "agreement" appropriately modified) in every agreement or concession pursuant to which any person other than the Commission operates or has the right to operate any facility. The Commission also agrees that it will take such action with respect to any such agreement as the Natural Resources Conservation Service may direct as means of enforcing this section, including but not limited to termination of the agreement or concession.

(Continued on page 3...)

2 11-6

AGREEMENT NO.: 68-4101-8-1
STATE: ALABAMA

Tuscaloosa County Commission

By: W. Hardy McBeth
Title: Chairman
Date: 11-7-07

The signing of this lease was authorized by a resolution of the governing body of the Tuscaloosa County Commission adopted at a meeting held on 11-7, 2007.

By: J. G. Dineen
Title: Clerk
Date: 11-08-07

United State Department of Agriculture
Natural Resources Conservation Service

By: _____
Title: State Conservationist
Date: _____

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

**PERMIT AGREEMENT FOR DEVELOPER
CONSTRUCTED WATER LINES**

WHEREAS, the Developer, has made a request to the City of Tuscaloosa pursuant to Chapter 16 of the Code of Tuscaloosa for the extension, improvement or installation of various water lines, meters, hydrants and/or appurtenances of the City's system; and,

WHEREAS, generally, pursuant to municipal ordinance, the City of Tuscaloosa either through its own construction facilities or by contract will construct and/or install the water mains and appurtenances as requested; however, Section 16-174 of the Code of Tuscaloosa pertaining to water main extension allows the City to elect to enter into an agreement with the Developer requesting the water main extension to permit the Developer itself to install said water mains and appurtenances in lieu of the City performing the work; and,

WHEREAS, the City Council has determined, based on a recommendation of the Water & Sewer Department, to implement said Section 16-174 of the Code of Tuscaloosa consistent with all specifications, terms and conditions of the City of Tuscaloosa Water & Sewer Department for water line installation, by permitting the Developer to construct the water mains, fire hydrants, etc., to and or within the Developer's parcel, subdivision, etc.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this permit agreement is made on this the 7th day of November, 2007, between the City of Tuscaloosa, a Municipal Corporation, hereinafter referred to as the "City" and **Tuscaloosa County Commission**, for **Jay Bird Road Water Main Extension** whose address is **2501 -7th Street, Suite 300; Tuscaloosa, AL 35401**, hereinafter referred to as "Permittee" as follows:

1. GENERALLY:

In consideration of the benefits deriving each to the other, City hereby grants a permit to Permittee for the purposes of Permittee installing water lines and appurtenances and utilizing certain materials supplied as specified by the City, the Permittee and the City do hereby agree that the Permittee will install the said water lines and/or appurtenances as described, subject to all the terms and conditions of this permit, the request and agreement for water services of Permittee, plans, specifications and estimates of the City. It is further expressly understood and agreed by the parties hereto that other than applicable deposit refunds, the City will pay nothing to the Permittee for performance of the work and upon completion of the work in a manner satisfactory to the City, the City will assume ownership, maintenance and control in perpetuity of said water lines and appurtenances free and clear of all liens, or other encumbrances. The Permittee shall provide all labor and equipment necessary to complete the work and bear all costs relating thereto.

10/15/2007

1

BOOK 340 PAGE 230

EX 11-7

2. DESCRIPTION OF WORK (PROJECT):

The work (project) authorized by this Permit consists in general of the following:

To make 1-16"X2" Tap and to extend the Water mains on Jay bird Road by installing approximately 1,220' of 2" PVC Pipe.

3. LABOR AND MATERIALS:

The City of Tuscaloosa will provide, at the cost to the Developer, only the following materials to be utilized by Permittee in the installation of the water lines and appurtenances:

The Plans, Inspector, Make taps 4" and Larger once the saddle is installed, and will also provide all materials such as Pipe, Fittings, Valves, Bends, Tees, Fire Hydrants, Meters and Accessories. However, it will be the developer's or his contractor's responsibility to pick up the materials at the Water Works shop, return all unused material and unload any material shipped directly from the manufacturer to the Worksite. The developer will also provide all Concrete, 8910 Stone, and any other Backfill or Blacktop material required. The developer or his contractor will make all taps under 4" as required by the job.

The Permittee will provide all labor, equipment, and any other material related to or necessary for the water line and/or appurtenances construction, installation and/or testing, including but not limited to trucks, cranes, boring machines, pipe, saws, backhoes, air compressors, pumps, hand tools, traffic control devices and any other tools, equipment or labor necessary to complete the work, except for tap machine.

4. REIMBURSEMENTS:

Permittee agrees to furnish all labor and equipment and any other material to complete the project as provided for herein in a manner acceptable to the City for the City's estimated total cost of **\$8,870.00**. This amount represents labor and equipment, with materials being provided by the City as indicated herein.

Provided; however, it is understood and agreed between the parties hereto that the amount stated for materials is based upon current material prices and in the event changes in prices and/or the scope of work or project or inaccurate estimates result in the City of Tuscaloosa utilizing or expending greater sums for materials, the Permittee agrees to and shall pay the City of Tuscaloosa for any such additional cost upon completion of the work.

It is further understood and agreed by the parties hereto that any deposits by the Developer or refunds to the Developer pursuant to any request for water main extension will be administered pursuant to Chapter 16 of the City Code pertaining to water main extensions and has no relationship to reimbursement or amounts as stated herein.

5. TERM:

The rights granted herein shall be possessed and enjoyed by Permittee for the period of 30 calendar days, within which time Permittee shall diligently and in good faith pursue the complete construction and installation of the water lines and other appurtenances herein authorized. In the event Permittee fails to completely construct the water lines and other appurtenances herein permitted to the satisfaction of the City within the time period as set forth, this permit shall expire and Permittee agrees to refund to the City of Tuscaloosa the cost of all materials used as well as pay the City of Tuscaloosa the full deposit cost as required by City ordinance for labor and equipment. Permittee also agrees to pay to the City any cost incurred by it to construct or install the water lines or appurtenances beyond that which the City would have incurred had the permit not been issued. The City of Tuscaloosa shall then have the option to pursue the installation of the water mains and other appurtenances itself pursuant to normal procedures and any right, title or interest Developer shall have to or by this permit shall expire. All materials installed pursuant to this permit shall become the property of the City of Tuscaloosa.

Provided; however, upon written request from Permittee to the City, the City may grant a reasonable extension of time for Permittee to complete the construction and/or installation of the water lines and other appurtenances, pursuant to criteria of the City governing public works change orders and extensions of time.

6. TERMINATION OF PERMIT

The terms and conditions of this permit agreement and all rights of Permittee hereunder shall, at the option of the City, terminate on the failure of Permittee to remedy any default in the performance of any term or condition of this instrument within ten (10) days after service of written notice of such default.

7. ASSIGNMENTS/GENERAL CONTRACTOR:

The rights granted herein shall not be assignable except with the approval of the City by resolution duly adopted and any attempt by the Permittee to assign any of the rights, title or interest granted herein, either separately or severally in whole or in part, without such approval shall be void.

8. SERVICES AND FACILITIES:

The Permittee shall provide and pay for all labor, utilities and equipment necessary to execute, complete and deliver the work within the specified time.

Provided; however, the Permittee may engage the services of a general contractor to perform the installation of the water mains. Such engagement will not be an assignment in violation of this provision. The use by Permittee will not diminish Permittee's obligations pursuant to the provisions hereof and such contractor shall also fully meet all the requirements of this agreement.

9. PROTECTION OF WORK AND PROPERTY:

The Permittee shall furnish and install all necessary temporary works for the protection of the project. The Permittee shall at all times adequately maintain, guard and protect his own work from damage, and safely guard and protect private, commercial, industrial, the City's and others' property from injury or loss arising in connection with this Contract. The Permittee shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the City. Permittee shall adequately protect adjacent property.

Any damage to existing structures, or the interruption of a utility service shall be repaired or restored promptly by and at the expense of the Permittee.

The Permittee shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state or municipal laws and regulations or local conditions.

The Permittee shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the project is being performed. Permittee shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention of applicable laws.

The Permittee shall take every precaution against injuries to persons or damage to property.

Necessary crossings of curbs, sidewalks, roadways or parkways shall be protected against damage and any damage shall be repaired by or at the expense of the Permittee. Permittee shall not interfere with the operations of the City. This permit is subordinate to all rights of the City.

10. TRAFFIC CONTROL:

The Permittee shall be solely responsible for traffic control, including plan and devices. The traffic control plan and all traffic control devices shall conform at a minimum to the Alabama Manual on Uniform Traffic Control Devices for Streets and Highways, Volume 1, Section G, 1979 Edition and current revisions. A copy of which is on file in the office of the City of Tuscaloosa Director of the Department of Transportation for examination. Copies may be obtained from the Alabama State Highway Department. Should the appropriate public authority determine a greater degree of traffic control is required, then the Permittee shall promptly provide same. The Permittee shall submit to the City Traffic Engineer an adequate control plan before commencing construction.

11. CLEANING UP:

Before the work is considered as complete, all rubbish created by or connected with the construction must be removed by the Permittee and the premises left in a condition by the Permittee satisfactory to the City. Street, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Permittee.

12. INSURANCE (Generally):

The Permittee shall not commence work under this permit until it or its contractor if one has been retained by Permittee, has not obtained all insurance required herein, nor is the Permittee to allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and accepted by the City. This insurance shall include a Waiver of Subrogation as to the City and its respective officers, agents, employees, and subcontractors. The Permittee shall maintain required insurance during the term of the permit including any extensions and shall require subcontractors to do the same.

The obtaining and maintaining by Permittee of contractors or subcontractors of the insurance required herein does not relieve the Permittee of any responsibilities, obligations or duties to the City pursuant to this permit.

The Permittee shall have insurance professional review the Permittee's activities in regard to the performance of this permit and the Permittee shall obtain any further or additional insurance or greater limits as recommended by the insurance professional. Review or acceptance of insurance by City or representatives of City shall not relieve or decrease the liability of Permittee hereunder.

Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Permittee.

In the event any work under this permit is performed by a subcontractor(s), the Permittee shall remain responsible for any liability directly or indirectly arising out of the work performed under this permit, regardless of whether or not such work is covered by the subcontractor's insurance.

The City shall have the right to inspect and approve Permittee's insurance coverages herein required. Should the City deem it advisable to modify these coverages in any way, it shall so request of the Permittee in writing and should the Permittee fail to modify the coverage, then the City may pay cost of any increased coverage or take credit for any decreases as may be appropriate.

Where work under this permit includes any water or navigational exposure, the Permittee shall obtain insurance coverage to include Federal Longshoreman's and Harbor worker's Act and Federal Jones Act or insurance required by other applicable law or regulations.

To the extent that the Permittee maintains insurance coverage for loss or damage to property or bodily injury, Permittee hereby waives subrogation of claims against the City, its officers, agents and employees.

13. INSURANCE:

(a) **Workmen's Compensation Insurance:** The Permittee or its contractor as the case may be, shall take out and maintain during the term or any extensions of this permit Workmen's Compensation Insurance as required by Alabama law for all of its employees employed at the site of the project or off-sites related to the project and, in case any work is sublet, the Permittee or its contractor as the case may be, shall require subcontractors similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Permittee or its contractor as the case may be. In case any class of employees engaged in any work under this permit at the site of project is not protected under the Workmen's Compensation statute, the Permittee or its contractor as the case may be, shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

(b) Comprehensive Automobile and Vehicle Liability Insurance:

The Permittee or its contractor shall maintain during the term or any extensions of this permit, comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form and shall protect the Permittee and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act or omission to act of the Permittee or its contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this permit and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The limits of liability shall not be less than \$ 1,000,000.00 combined single limit or equivalent.

The Permittee or its contractor shall require subcontractors to take out and maintain the type of insurance required herein to the extent of their involvement in the project so as to be adequate to protect against liability.

(c) Commercial General Liability Insurance:

The Permittee or its contractor shall maintain during the term or any extensions of this permit, commercial general liability insurance, including the City's and the Permittee's or its contractor's protective liability and blanket contractual liability coverage.

This insurance shall be written in comprehensive form and shall protect the City and the Permittee or its contractor against claims arising from injuries to members of the public (including City employees, Program Coordinator and agents) or damage to property of others (including, but not limited to City property) including but not limited to that resulting from the operation of an elevator, material hoist, crane or other equipment, or conveyor if such equipment is operated on or in connection with the work under this permit, arising out of any act or omission to act of the Permittee or any of its agents, employees or subcontractors.

The limit of liability shall not be less than \$ 300,000.00 combined single limit or equivalent.

The coverage and limits of liability shall apply to explosion, collapse and underground operations.

Such insurance shall contain no exclusions for x, c or u.

The Permittee and contractors shall require subcontractors to take out and maintain the type of insurance required herein to the extent of their involvement in the project so as to be adequate to protect against liability.

(d) Umbrella Excess Liability Over Primary Insurance

The Permittee or its contractor shall take out and maintain during the term of this permit, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be as follows:

Each Occurrence	\$ <u>N/A</u>
Aggregate	\$ <u>N/A</u>

The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc.

(e) Miscellaneous Insurance

The Permittee or its contractor shall provide whatever insurance may be required of the City or the Permittee by permits or agreements, etc., with the railroad, highways, or other utilities. The Permittee shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this project. The Permittee or its contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits or easements or in greater amounts if higher limits are appropriate or required elsewhere. The Permittee shall bear the cost of all required insurance. To the extent permits or licenses for railroad or highway bores, crossings or other work are required by the project, the Permittee shall obtain adequate insurance to protect itself and the City.

(f) Proof of Carriage of Insurance:

The Permittee or its contractor shall furnish the City with satisfactory proof of carriage of the insurance required herein, in the form of an insurance certificate or if the City elects in the form of a policy. Insurance shall be in a form satisfactory to the City.

(1) The Permittee's or its contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Tuscaloosa, its officers, agents, employees, and Program Coordinator as additional insureds for any claims arising out of work performed under this permit.

(2) Cancellation: The certificate and policy, as the case may be, shall state that the City shall be