

TUSCALOOSA COUNTY COMMISSION  
MEETING

October 15, 2003

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:

Mike Richardson  
Gary Youngblood  
Bobby Miller  
Reginald Murray

Upon request by Personnel Director Melvin Vines, and upon motion by Commissioner Gary Youngblood, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to have an executive session to discuss accepting a particular dependent into the county's health insurance program.

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to go on record recommending and requesting that the Governor of Alabama appoint a black person to the Tuscaloosa County Civil Service Board.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution accepting the streets in Phase I and II of The Meadows at Tannehill, 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.

Exhibit 10-1A, Page 935  
Exhibit 10-1B, Page 936

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to concur with the Alabama Department of Transportation's decision to award the bridge replacement contracts as follows:

AWARD TO BOB SMITH CONSTRUCTION, INC.

Project ACGBBR-6324(200) Bridge over Little Sandy Creek on Old Greensboro Road

Project ACGBBR-6300(208) Bridge over Big Creek on Bill George Road

Project ACGBBR-6300(211) Bridge over Carroll Creek on Rue Road

AWARD TO ALABAMA BRIDGE BUILDERS, INC.

Project BRZ-6300(209) Bridge over main channel of Sipsey River on Brownville Pike Road

The above bids were opened by the Alabama Department of Transportation and are being funded by the Garvee bond issue.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to award the annual asphalt plant mix bid as follows. The bids were opened October 8, 2003.

PLANT MIX DELIVERED (COUNTY-WIDE)

West Alabama Asphalt, Inc.

PLANT MIX DELIVERED AND IN PLACE (COUNTY-WIDE)

S.T. Bunn Construction Co., Inc.

F.O.B. VENDOR'S PLANT

APAC - Southeast, Inc.

Exhibit 10-2, Pages 937-946

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the annual mosquito control chemical bid to Clarke Mosquito Control Products, Inc. as the low bid meeting specifications. The bids were opened October 8, 2003.

Exhibit 10-3, Pages 947-950

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to allow Davis Hauling LLC/Bama Concrete to withdraw their bid for the

rental of dump trucks to Tuscaloosa County, and to award the bid to the only other bidder, Pearce Trucking, Inc. Davis Hauling LLC/Bama Concrete withdrew their bid because of a lack of trucks. The bids were opened September 24, 2003.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reconsider their decision to award the bid for rental of dump trucks to Pearce Trucking, Inc.

Commissioner Mike Richardson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the County Engineer to negotiate Pearce Trucking, Inc.'s \$55.00 hourly rate bid for rental of dump trucks down if possible. The previous bid was for \$50.00 per hour.

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to give the County Engineer the authority to direct Road and Bridge employees to report directly to county job/project sites as necessary to facilitate road construction, material hauling, etc. Furthermore, employees will leave said job site at quitting time. Previously, Road and Bridge employees reported to a county camp site and then drove to and from the work site on county time.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to waive the sixty foot rights-of-way requirement for the Ebenezer Church Road. This will permit the paving of said road utilizing the existing rights-of-way, providing all other county requirements are met.

Upon request from the Buhl, Elrod and Holman Water Authority, and upon motion by Commissioner Mike Richardson, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to provide \$6,402.50 (50%) toward the construction of water service to five families on Crystal Creek Drive off of Upper Columbus Road. This is being done under Tuscaloosa County's county-wide water expansion program.

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to enter

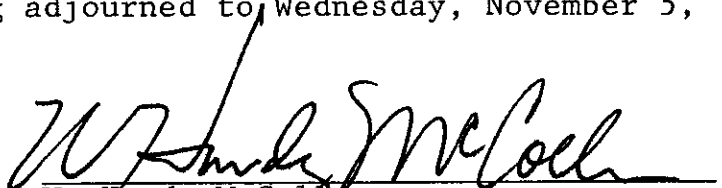
into an agreement with the Alabama Department of Transportation agreeing to cooperate in the extension of Progress Drive to the intersection of County Road 59, including a CT 14x14 RC bridge culvert, to benefit Johnson Controls, Inc.; and further authorized Probate Judge W. Hardy McCollum to execute any and all documents related to said agreement and the one million dollar Corporation Industrial Access grant that will fund this project.


Exhibit 10-4, Pages 951-957


Commissioner Reginald Murray moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to authorize the submission of a letter of Tuscaloosa County's intent to apply for a seventy-five/twenty-five Federal Emergency Management Agency grant. These are funds that are available to alleviate flooding in existing flood hazard areas. Tuscaloosa County is seeking funds for a drainage improvements project for the Kings Acres area. Tuscaloosa County's twenty-five percent match can be provided with cash, in-kind work, or Community Development Block Grant funds. Furthermore, the County Commission authorized CFM Layton (formerly Harrison Engineering Inc.) to continue working with the county on this project.


Probate Judge W. Hardy McCollum recognized and welcomed Probate Judge Royce King, Chairman of the Blount County Commission, to Tuscaloosa County.

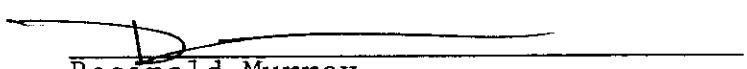
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, November 5, 2003.

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

  
Mike Richardson  
Commissioner - District I

  
Gary Youngblood  
Commissioner - District II

  
Bobby Miller  
Commissioner - District III

  
Reginald Murray  
Commissioner - District IV

NOV 05 REC'D

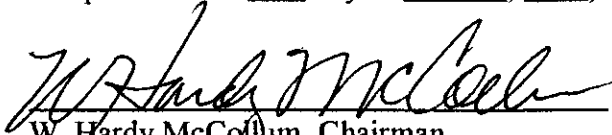
**RESOLUTION ACCEPTING STREETS IN  
PHASE 1, THE MEADOWS AT TANNEHILL**

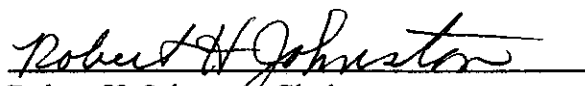
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in **Phase 1, The Meadows at Tannehill** are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept 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 does 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.

Adopted this the 15th day of October, 2003, by the TUSCALOOSA COUNTY COMMISSION.

  
W. Hardy McCollum, Chairman

  
Robert H. Johnston, Clerk

Seal

10-1

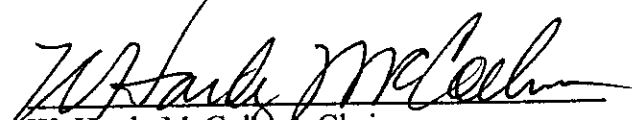
**RESOLUTION ACCEPTING STREETS IN  
THE MEADOWS AT TANNEHILL, PHASE 2**

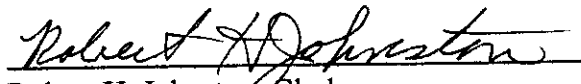
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in The Meadows at Tannehill, Phase 2 are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

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

1. That the County accept 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 does 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.

Adopted this the 15th day of October, 2003, by the TUSCALOOSA COUNTY COMMISSION.

  
W. Hardy McCollum, Chairman

  
Robert H. Johnston, Clerk

Seal

W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870  
October 1, 2003

West Alabama Asphalt  
APAC Alabama Inc.  
Mallory Burkhalter Paving Inc.  
S.T. Bunn Construction Co. Inc.

A.C. Jackson & Son  
Stripes  
Ergon Asphalt & Emulsion

Gentlemen:

Enclosed are revised specifications for Asphalt Plant Mix bids that were faxed to your office yesterday by the Tuscaloosa County Engineering Department.

Tuscaloosa County will accept bids for Asphalt Plant Mix for use on county roads during the period October 1, 2003, through September 30, 2004, until 9:00 a.m., Wednesday, October 8, 2003. Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600.

Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, October 8, 2003.

To be more confident that your bid will be properly processed, please use the "BID" envelope provided, or use the "BID" envelope to address your bid package.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

A handwritten signature in cursive script that reads "Bobby" followed by a horizontal line.

Robert H. Johnston  
Clerk

RHJ:lks

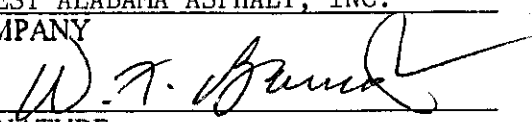
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**REVISED  
 F.O.B. ANY DESTINATION IN COUNTY (COUNTYWIDE)  
 PER TON  
 DELIVERED AND IN-PLACE**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface). 1/2" Maximum Aggregate Size, ESAL Range C	86,000	NO BID	NO BID
429C Bituminous Concrete Asphalt (Patching), 1/2" Maximum Aggregate Size, ESAL Range C	1,000	NO BID	NO BID
429C Bituminous Concrete Asphalt (Leveling), 1/2" Maximum Aggregate Size, ESAL Range C	100,000	NO BID	NO BID
429C Bituminous Concrete Asphalt (Widening), 1/2" Maximum Aggregate Size, ESAL Range C	10,000	NO BID	NO BID

**TOTAL**    -0-

WEST ALABAMA ASPHALT, INC.  
 COMPANY  
  
 SIGNATURE  
 10/08/2003  
 DATE

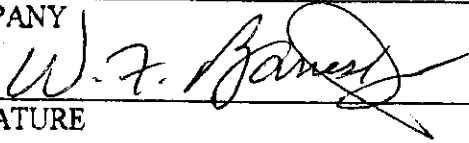


ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	86,000	\$30.90	\$2,657,400.00
429C Bituminous Concrete Asphalt (Patching, Leveling, & Widening), 1/2" Maximum Aggregate Size, ESAL Range C	107,500	\$30.90	\$3,321,750.00

**TOTAL** \$5,979,150.00

WEST ALABAMA ASPHALT, INC.

COMPANY



SIGNATURE

10/08/2003

DATE

**REVISED  
F.O.B. VENDOR'S PLANT**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), ½" Maximum Aggregate Size, ESAL Range C	250	\$30.00	\$7,500.00
429C Bituminous Concrete Asphalt (Patching, Leveling, & Widening), ½" Maximum Aggregate Size, ESAL Range C	200	\$30.00	\$6,000.00

**TOTAL** \$13,500.00

WEST ALABAMA ASPHALT, INC.  
COMPANY

*W. A. Barnes*  
SIGNATURE

10/08/2003  
DATE

**REVISED  
F.O.B. VENDOR'S PLANT**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	250	<del># 27.25</del>	<del># 6812.50</del>
429C Bituminous Concrete Asphalt (Patching, Leveling, & Widening), 1/2" Maximum Aggregate Size, ESAL Range C	200	<del># 27.25</del>	<del># 5450.00</del>

**TOTAL** ~~# 12,262.50~~

APAC - SOUTHEAST, INC.  
COMPANY

*Roy Mulhender*  
SIGNATURE

10/3/03  
DATE

CORRECTED COPY

**REVISED  
F.O.B. ANY DESTINATION IN COUNTY (COUNTYWIDE)  
PER TON  
DELIVERED AND IN-PLACE**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	86,000	\$ 38.60	\$ 3,319,600.00
429C Bituminous Concrete Asphalt (Patching), 1/2" Maximum Aggregate Size, ESAL Range C	1,000	\$ 40.00	\$ 40,000.00
429C Bituminous Concrete Asphalt (Leveling), 1/2" Maximum Aggregate Size, ESAL Range C	100,000	\$ 40.00	\$ 4,000,000.00
429C Bituminous Concrete Asphalt (Widening), 1/2" Maximum Aggregate Size, ESAL Range C	10,000	\$ 40.00	\$ 400,000.00

TOTAL \$ 7,759,600.00

APAC - Southeast, Inc.  
COMPANY

Ray Muller  
SIGNATURE

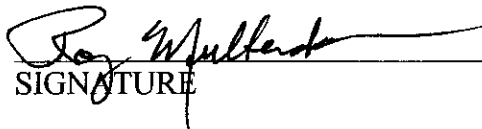
10/3/03  
DATE

**REVISED**  
**F.O.B. ANY DESTINATION IN COUNTY (COUNTYWIDE)**  
**PER TON**  
**DELIVERED BY VENDORS TRUCKS**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	86,000	\$ 31.00	\$ 2,666,000.00
429C Bituminous Concrete Asphalt (Patching, Leveling, & Widening), 1/2" Maximum Aggregate Size, ESAL Range C	107,500	\$ 31.00	\$ 3,332,500.00

TOTAL \$5,998,500.00

APAC - Southeast, Inc.  
COMPANY

  
SIGNATURE


10/3/03  
DATE

REVISED  
F.O.B. VENDOR'S PLANT

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	250	28.00	7000.00
429C Bituminous Concrete Asphalt (Patching, Leveling, & Widening), 1/2" Maximum Aggregate Size, ESAL Range C	200	28.00	5600.00

TOTAL 12,600.00

ST BUNN CONST. Co., Inc.  
COMPANY

  
SIGNATURE

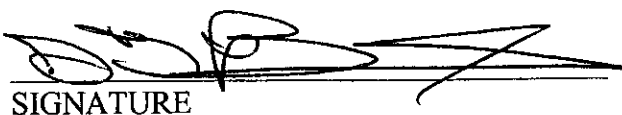
10-8-03  
DATE

**REVISED**  
**F.O.B. ANY DESTINATION IN COUNTY (COUNTYWIDE)**  
**PER TON**  
**DELIVERED BY VENDORS TRUCKS**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	86,000	31.25	2,687,500.00
429C Bituminous Concrete Asphalt (Patching, Leveling, & Widening), 1/2" Maximum Aggregate Size, ESAL Range C	107,500	31.50	3,386,250.00

TOTAL 6,073,750.00

ST BUNN CONST. CO., INC.  
COMPANY

  
SIGNATURE

10-8-03  
DATE

**REVISED  
F.O.B. ANY DESTINATION IN COUNTY (COUNTYWIDE)  
PER TON  
DELIVERED AND IN-PLACE**

ITEM/DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	BID AMOUNT
429A Bituminous Concrete Asphalt (Wearing Surface), 1/2" Maximum Aggregate Size, ESAL Range C	86,000	35.55	3,057,300.00
429C Bituminous Concrete Asphalt (Patching), 1/2" Maximum Aggregate Size, ESAL Range C	1,000	65.00	65,000.00
429C Bituminous Concrete Asphalt (Leveling), 1/2" Maximum Aggregate Size, ESAL Range C	100,000	35.55	3,555,000.00
429C Bituminous Concrete Asphalt (Widening), 1/2" Maximum Aggregate Size, ESAL Range C	10,000	35.55	356,500.00

TOTAL 7,032,800.00

ST BURN CONST. CO., INC.  
COMPANY

  
SIGNATURE

10-8-03  
DATE



W. HARDY McCOLLUM  
CHAIRMAN

ROBERT H. JOHNSTON  
CLERK



MEMBERS  
MIKE RICHARDSON  
GARY YOUNGBLOOD  
BOBBY MILLER  
REGINALD MURRAY

## COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA  
P.O. Box 20113 • 714 GREENSBORO AVENUE  
TUSCALOOSA, ALABAMA 35402-0113  
205-349-3870  
September 23, 2003

Tuscaloosa Farmers Co-Op  
Clark Mosquito Control Products Inc.  
Adapco, Inc.  
Cherokee Farmer's Cooperative

Helena Chemical  
Agro Distribution  
Hill Manufacturing Co. Inc.  
Cullman Feed & Seed

Gentlemen:

Tuscaloosa County will accept bids for Fyfanon, Mosquito Mist One, Punt 57-OS, Duet 8.8-OS, or equal mosquito control chemical until 9:00 a.m., Wednesday, October 8, 2003.

Bids shall include any freight or delivery charge to the Tuscaloosa County Shop located at 2810 - 35th Street, Tuscaloosa, Alabama.

Direct all inquiries in regard to this bid to County Engineer Bobby Hagler at telephone number (205)345-6600 between 7:00 a.m. and 4:00 p.m. Monday through Friday.


Bids can be mailed to: Tuscaloosa County Commission, P.O. Box 20113, Tuscaloosa, AL 35402, or brought to the County Clerk's Office in the Tuscaloosa County Courthouse prior to 9:00 a.m., Wednesday, October 8, 2003.

Tuscaloosa County reserves the right to reject any or all bids and to accept the bid best suited to its needs, which takes into consideration both the lower price and specified delivery date.

To be more confident that your bid will be properly processed, please return your bid in the "BID" envelope provided, or use the "BID" envelope to address your bid package.

A word to the wise - MAIL EARLY - overnight mail, including Airborne Express, Federal Express, etc. does not always arrive by 9:00 a.m. the next day.

Sincerely,

  
Robert H. Johnston  
Clerk

RHJ:lks

encl.

copy: file

10-3

BID SHEET  
MOSQUITO CHEMICALS

Fyfanon, Mosquito Mist One, Punt 57-0S, Duet 8.8-OS, or equal Mosquito control chemical

Name of Chemical Bid: MosquitoMist One

Price Per Gallon: \$26.00/gal

**NOTE: Bidder to be responsible for removal of empty containers.**

5-7 Days after receipt of order

Delivery Date

Clarke Mosquito Control Products, Inc.

Company Name

159 N. Garden Avenue Roselle, IL 60172

Address

Michael Leahy PK

Signature

9/30/03

Date

770-716-6540 / 800-832-9344

Telephone Number / Fax Number

BID SHEET  
MOSQUITO CHEMICALS

Fyfanon, Mosquito Mist One, Punt 57-0S, Duet 8.8-OS, or equal Mosquito control chemical

Name of Chemical Bid: AQUA RESLIN

\*FFAST INJECTOR AUTOMATIC MIXING AND LOADING SYSTEM,  
SUPPLIED BY VENDOR AT NO CHARGE

Price Per Gallon: \$ 207.00

**NOTE: Bidder to be responsible for removal of empty containers.**

3 -5 DAYS ARO

Delivery Date

ADAPCO, INC.

Company Name

2800 S FINANCIAL CT, SANFORD, FL 32773-8118

Address

James L. Barr

Signature

9/29/2003

Date

(407) 33-4800 (407) 330-9888

Telephone Number / Fax Number

BID SHEET  
MOSQUITO CHEMICALS

Fyfanon, Mosquito Mist One, Punt 57-0S, Duet 8.8-OS, or equal Mosquito control chemical

Name of Chemical Bid: Hill #3684 FYFANON

Price Per Gallon: \$ 44.00/gallon

**NOTE: Bidder to be responsible for removal of empty containers.**

3-10 DAYS ARO

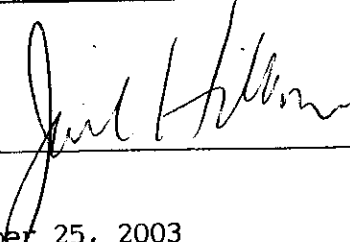
Delivery Date

Hill Manufacturing Company, Inc.

Company Name

1500 Jonesboro Road, S.E., Atlanta, GA 30315

Address



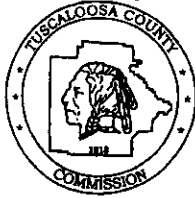
Signature

September 25, 2003

Date

404-522-8364 Fax: 404-522-9694

Telephone Number / Fax Number



**COPY**

**Tuscaloosa County**

Farrington B. Snipes, Jr.  
Director

**Department of Planning and Community Development**

October 20, 2003

Mr. John F. Courson, County Transportation Engineer  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36130-3050

**Re: Submission of Executed Agreement, Resolution and Exhibit N for Project No. IAR-063-000-020, Progress Drive Extension to County Road No. 59**

Dear Frank:

In regard to the above referenced project, please find enclosed the referenced documents, all with original signatures, for your review and disbursement for the securing of additional required signatures.

Thank you very much for your assistance with this project and all of the others which we have worked on together. Upon your review of the enclosed documents, please contact me if you have any questions or need any additional information.

Yours truly,

Farrington Snipes, Director

cc: W. Hardy McCollum, Commission Chairman  
Mrs. L. Dee Rowe, Division Engineer, Fifth Division  
David Lyles, County Transportation Engineer, Fifth Division

**COUR-AGREE (MLR)**

10-4

10-4

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and TUSCALOOSA COUNTY, ALABAMA (FEIN 63-6001719), party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the extension of Progress Drive to the intersection of C.R. 59, including a CT 14 X 14 RC bridge culvert, to benefit Johnson Controls, Inc. Length - 0.615 miles. Proj. # IAR-063-000-020.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State.

C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects* dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.

D. The County will secure all permits and license of every nature and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

E. The County will furnish all construction engineering for the project from County forces, with State forces, if available, or with a consultant employed by the County (following State procedures), as a part of the project cost.

F. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work, and the cost therefore will be deemed a part of the project cost.

H. Invoices of the County for cost of work performed will be forwarded to the State as work progresses, and the County will be paid the proportionate share of such cost in proportion to the State's prorated portion of total projected costs.

I. The County will immediately cause all work on the project to cease upon notification by the State that the project work is not being accomplished in accordance with the plans and/or this Agreement.

J. The State will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the County from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.

K. The estimated cost of this project shall be provided for from funds outlined below:

Corporation Industrial Access funds	\$1,000,000.00
County Funds	- 0 -
Total Cost (Incl. E & I)	\$1,000,000.00

L. The County will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

M. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

N. The Alabama Department of Transportation Standard Specifications for Highways, Bridges, and Materials, 2002 Edition, shall be complied with on this project and the alignment and grades on this project shall meet the standards of the Alabama Department of Transportation.

O. Invoices of the County for cost of work performed will be forwarded to the State as work progresses, but not more often than monthly, and the County will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted 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.

P. Exhibit N is attached hereto as a part hereof.

Q. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

R. This Agreement will terminate January 15, 2007, for project if project is not authorized, or for any portion of project not actually authorized for construction.

IN WITNESS WHEREOF, the parties hereto have caused 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

Robert H. Johnston  
Clerk (Signature)

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

Robert H. Johnston  
Type Name of Clerk

W. Hardy McCollum  
Type Name of Chairman

RECOMMENDED

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

\_\_\_\_\_  
County Transportation Engineer  
John F. Courson

\_\_\_\_\_  
Transportation Director  
D. J. McInnes

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jim R. Ippolito, Jr. Chief Counsel  
Alabama Department of Transportation

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GOVERNOR OF ALABAMA  
BOB RILEY

RESOLUTION NUMBER \_\_\_\_\_

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

Extension of Progress Drive to the intersection of C.R. 59, including a CT 14 X 14 RC bridge culvert, to benefit Johnson Controls, Inc.

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 15th day of October,  
20 03.

ATTESTED:

Robert H Johnston  
County Clerk

W. Andy McCall  
Chairman, 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

15th day of October, 20 03, 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

15th day of October, 20 03.

Robert H Johnston  
County Clerk

SEAL



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.

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.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative hearings or where appropriate, private mediators.

10-4

10-4

STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Division and notification from the Division that advertisement for bids can be made, or, in the case of negotiated projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Division will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Division to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Division may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a negotiated project.

For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an in-place annual bid, the County/City will furnish the Division a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Division the three lowest bids with their recommendation for award. The Division will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's /City's estimate for reimbursement will be based on the bid prices concurred in by the state and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Division when the project is complete and the Division will perform a final ride-through to determine whether the project was complete in substantial compliance with the original final plans. Final acceptance will be made by the Division with a copy of the letter furnished to the Bureau of County Transportation.

All required test reports, weight tickets, materials receipts, and other project documentation required by the specifications, applicable supplemental specification, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

John J. Cousins  
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL:

Ray H. Bass  
CHIEF ENGINEER

APPROVAL:

[Signature]  
TRANSPORTATION DIRECTOR

2/14/01  
DATE

1-20.1

Rev. 02/2001

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