

TUSCALOOSA COUNTY COMMISSION
MEETING
October 15, 2008

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 approve payment of \$21,213.00 to Almon Associates for construction management on the Duncanville Middle School Access Road Project.

Exhibit 10-1, Page 32

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to declare Unit 810A, 1996 Ford Crown Vic VIN# 2FALP71W4TX149317, as surplus property to place in auction.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to consider approving a payment to GFC Construction, Inc.

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve pay-

ment of \$816,684.38 to GFC Construction, Inc. for work completed on the Duncanville Middle School Access Road Project.

Exhibit 10-2, Page 33

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to approve the "Engineering Services Agreement: Tuscaloosa County Flood Studies" proposed by CFM Group, contingent upon clarification of the Black Warrior River basin study area.

Exhibit 10-3, Pages 34-47

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to grant a waiver of Section 5-4-4 "Drainage" of the Tuscaloosa County Subdivision Regulations for Jack Watts Subdivision. This action is an exception to the county's policy of requiring prior notification of a waiver of subdivision regulations.

Exhibit 10-4, Pages 48-49

Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to grant a waiver of Tuscaloosa County Subdivision Regulations for the existing mailboxes in the right-of-way in Ridgehaven Phase I and The Gates at Ridgehaven, Phase I. This action is an exception to the county's policy of requiring prior notification of a request for a waiver of subdivision regulations.

Exhibit 10-5, Pages 50-51

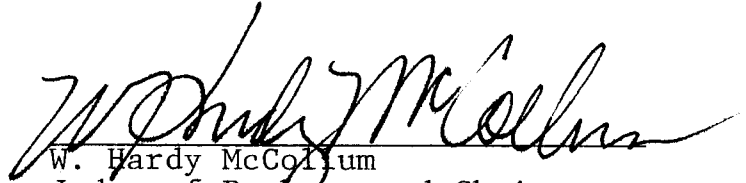
Commissioner Bobby Miller moved, seconded by Commissioner Don Wallace, the County Commission voted three to one to install a speed table on Thomas Road near the residence of Bill Thomas. Commissioner Gary Youngblood cast the NAY vote.

Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to establish and post a speed limit of 35 MPH on Old Greensboro Road from the intersection with Bear Creek Road to the intersection with Alabama Highway 69 South. The school zones will remain posted at 25 MPH.

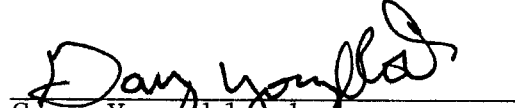
A petition signed by residents requesting that Antler Trail, Eve Lou Avenue, and Antler Place be improved was presented to the County Commission for their consideration.

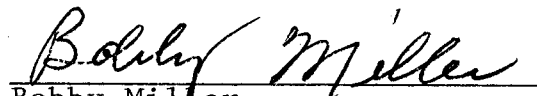
Exhibit 10-6, Pages 52-55

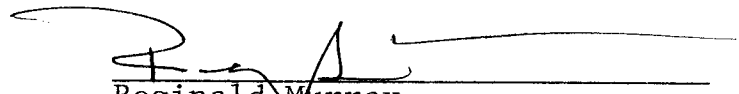
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 29, 2008.


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

Invoice

P.O. Drawer 2729
Tuscaloosa, AL 35403



Mr. Bobby Hagler
2810 35th Street
Tuscaloosa AL 35401

US 82 to Duncanville Middle School

Professional services from September 1, 2008 to September 30, 2008

Professional Personnel
Phase I Preliminary Design (NTE \$73,200) (Billed to date \$ 73,187.50)
Complete

Phase I Final Design (NTE \$122,800) (Billed to date \$ 120,426.93)

Total Phase I Final Design

.00

Phase I Construction Phase Services (NTE \$351,000) (Billed to Date 47,892.50)

Project Manager II	27.00	120.00	3,240.00
Staff Engineer	176.50	80.00	14,120.00
Engineering Tech III	4.00	75.00	300.00
Clerical	.00	45.00	.00
Professional Surveyor II	.00	125.00	.00
Professional Surveyor I	6.50	80.00	520.00
Survey Tech I	11.00	35.00	385.00
Survey Tech II	7.00	50.00	350.00
Survey Tech III	7.00	60.00	420.00
Testing-TTL Inc			1,878.00

Total Phase I Const 21,213.00

Phase II Preliminary Design (NTE \$189,000) (Billed to Date \$157,907.50)

No Activity

Total Phase II .00

Total this Invoice \$21,213.00

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE IN FULL WITHIN 10-8-08. ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

10-8-08

EX 10-1

10-1

BOOK 041 MAR 32

APPLICATION FOR PAYMENT

Attach Schedule of Values

ESTIMATE NO. 6

DATE: 10/9/08

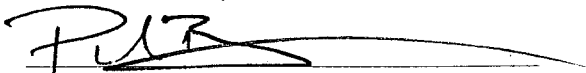
Pay Request for October 2008

<p>TO OWNER: Tuscaloosa County 714 Greensboro Avenue Tuscaloosa, AL 35401</p>	<p>PROJECT: Southeast Middle School Access Road and Improvements to Bear Creek Road</p>
<p>FROM CONTRACTOR: GFC Construction, Inc. PO Box 87 Duncanville, AL 35456</p>	<p>TO: Engineer Almon Associates, Inc. 2008 12th Street P.O. Drawer 2729 Tuscaloosa, AL 35403</p>

STATEMENT OF CONTRACT ACCOUNT:

1	Original Contact Amount	\$ 4,312,204.87
2	Approved Change Order (NET - As per attached breakdown)	\$ -
3	ADJUSTED CONTRACT AMOUNT	\$ 4,312,204.87
4	Value of Work Completed to Date (as per attached breakdown)	\$ 2,386,586.77
6	Materials Stored on Site (as per attached breakdown)	\$ -
7	TOTAL TO DATE	\$ 2,386,586.77
8	Less Retainage (4.517%)	\$ 107,805.12
9	Subtotal Less Retainage	\$ 2,278,781.65
10	Total of Previous Applications	\$ 1,462,097.27
11	AMOUNT DUE THIS REQUEST	\$ 816,684.38

GFC Construction, Inc.



Paul Burkhalter
Project Manager

REVIEW AND APPROVALS

Approved by ALMON Associates, Inc.
Engineer

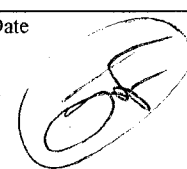

Signature

10/10/08
Date

Approved by Tuscaloosa County
Owner

Signature

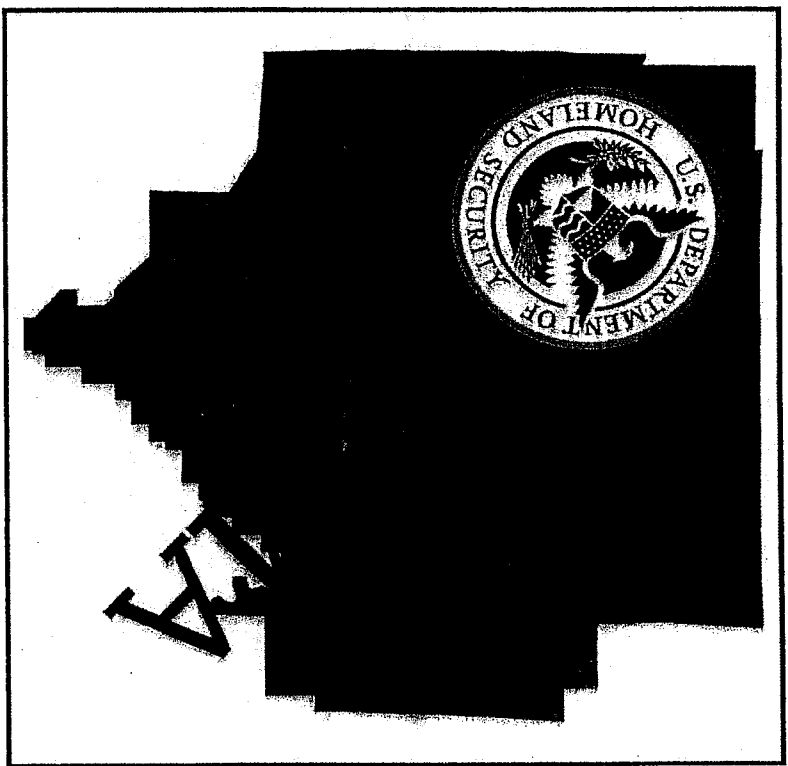
Date



EX-10-3

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2135 University Blvd, Suite A | Tuscaloosa, AL 35401 | 205.752.4037 | FX 205.752.4063 | www.cfm-grp.com



CFM Group, LLC
 2135 University Blvd,
 Suite A
 Tuscaloosa, AL 35401
 (205) 752-4037

Prepared for
 Tuscaloosa County Commission

ENGINEERING SERVICES AGREEMENT: TUSCALOOSA COUNTY FLOOD STUDIES

Civil and Environmental Engineers,
 Scientists, Planners, and Surveyors



Table of Contents

1. Scope of Work..... 3

 1.1. Project Objective..... 3

 1.2. Task 1: Prioritization Study..... 3

 1.3. Task 2: Hydrologic Analysis..... 3

 1.4. Task 3: Field Surveying..... 4

 1.5. Task 4: Hydraulic Analysis..... 4

 1.6. Task 5: Presentation..... 5

 1.7. Task 6: FEMA Submission..... 5

2. Compensation..... 6

 2.1. Term..... 6

 2.2. Task 1: Prioritization Study..... 6

 2.3. Task 2: Hydrologic Analysis..... 6

 2.4. Task 3: Field Surveying..... 6

 2.5. Task 4: Hydraulic Analysis..... 6

 2.6. Task 5: Presentation..... 7

 2.7. Task 6: FEMA Submission..... 7

3. Obligations and Assumptions..... 8

 3.1. Topographic Maps..... 8

 3.2. Watershed Area..... 8

 3.3. Stream Reach Length..... 8

4. Personnel..... 9

 4.1. CFM Group Personnel..... 9

 4.2. County Representative..... 9

5. Work Order..... 10

6. Terms and Conditions..... 11

EX 103

10-3

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1. Scope of Work

1.1. Project Objective

CFM Group will support Tuscaloosa County with flood study data. CFM Group and the County will use a targeted approach that focuses on the greatest need with an eye to how the flood study on one stream can impact future studies on other streams. The flood study data will be developed then presented in phases where each phase includes several tasks. The first task in each phase is a prioritization study to determine a list of several streams to be studied as well as the methods to be used in the study. Each of the several listed streams will then be studied, where each flood study will comprise additional tasks (e.g., hydrologic analyses, field surveys, hydraulic analyses, and presentation). These additional tasks will then be repeated for each of the listed streams (e.g., a separate hydraulic analysis will be conducted for each listed stream). At the end of a phase, the process will begin again with a new prioritization study.

1.2. Task 1: Prioritization Study

At the beginning of a phase, CFM Group and the County will meet in order to develop a list of streams needing flood studies. CFM Group will evaluate the list in order to propose a shorter priority list. CFM Group will present the priority list, consisting of up to five streams, in a report to the County. The Prioritization Study Report will include a detailed evaluation of the streams as well as the proposed methods to be used in the flood studies (e.g., if it is appropriate to use simplified regression equations for the hydrologic analysis, rather than detailed modeling, the report will propose that method and list the reasons for the choice). The Prioritization Study Report will also include the results of a field reconnaissance of the streams to determine conditions along the floodplains, types and numbers of hydraulic structures, apparent maintenance or lack thereof of existing hydraulic structures, locations of cross sections or areas to be surveyed and other parameters needed for the flood studies. The County will review the report and provide comments. CFM Group will then finalize the Prioritization Study Report, including documentation of any changes made by the County. The finalized Prioritization Study Report will then guide the following tasks.

1.3. Task 2: Hydrologic Analysis

As explained above, Tasks 2 through 5 will be repeated for each flood study (i.e., for each stream listed within the Prioritization Study Report). In other words, none of these tasks should be considered as a County-wide activity. For example, if a flood study is conducted on Little Sandy Creek then its Task 2 would involve a hydrologic analysis of that creek. Whenever another flood study is conducted on another stream, then a new Task 2 would be conducted for that stream. Similarly, new Tasks 3 through 5 would be conducted on each stream listed in the Prioritization Study Report.

CFM Group will perform hydrologic analyses necessary for the production of FEMA-compliant floodplain maps. The methods used for the hydrologic analyses will be as specified in the Prioritization Study Report and will be one of the following two methods:

Detailed Hydrologic Analysis. CFM Group will evaluate and prepare a map delineating the watershed area; evaluate and develop appropriate runoff coefficients for the analysis; evaluate and develop all other watershed parameters including hydraulic length, overland slope, etc.; and run a hydrologic model (e.g., TR-20) in order to determine the design flow rate. A detailed hydrologic analysis will generally be conducted in more highly developed areas or where less accurate peak flows cannot be tolerated.

Simple Hydrologic Analysis. CFM Group will evaluate and prepare a map delineating the watershed area; and apply a USGS regression equation to the watershed area in order to determine the design flow rate. A simple hydrologic analysis will generally be conducted in less developed areas or where less accurate peak flows can be tolerated (the difference between the true peak flow and peak flows calculated by regression equations can be up to $\pm 40\%$).

CFM Group will calculate the peak flood discharges for the 10-, 2-, 1-, and 0.2- percent-annual-chance storm (10-, 50-, 100-, and 500-year) events. These flood discharges will be the basis for subsequent hydraulic analyses under Task 5.

1.4. Task 3: Field Surveying

Field surveying will be conducted if specified in the Prioritization Study Report. Field surveying will generally be conducted in more highly developed areas or where more accurate cross-sections are necessary for the hydraulic analysis. The Prioritization Study Report may specify field surveying for only part of a stream.

If field surveying is required then CFM Group will provide field-installed control points which will tie into the accepted datum; run cross-sections from the established control points; and locate and survey structures such as bridges and culverts.

1.5. Task 4: Hydraulic Analysis

CFM Group will perform hydraulic analyses using the U.S. Army Corp of Engineers HEC-RAS software where the modeling will include the 10-, 2-, 1-, and 0.2-percent-annual-chance (10-, 50-, 100-, and 500-year) events based on peak discharges computed under Task 2. CFM Group will setup the model; establish the centerline and cross-section locations; establish coefficients (e.g., roughness and pier, based on site reconnaissance if necessary); prepare cross-sections; prepare structure input; and run the model until a solution is found (water surface profiles and floodway boundaries).

If field surveying was conducted in Task 3 then CFM Group will use the cross-section and field data to perform the hydraulic analyses. The hydraulic analyses will be used to

establish flood elevations and regulatory floodways for the subject flooding sources. CFM Group will also use existing Tuscaloosa County topographic maps (supplied by the County) to create topographical input for HEC-RAS files.

Cross-sections will be defined at sufficient intervals to define the conveyance capacity of the stream and its adjacent floodplain, and at hydraulic structures (bridges, weirs and culverts). The maximum allowable channel reach length between cross sections will be approximately 500 feet. The width of all cross-sections will be such that the modeled cross-section will fully encompass the 100-year floodplain.

1.6. Task 5: Presentation

CFM Group will deliver digital copies and hard copies of all hydrologic and hydraulic analyses. The deliverable will be a FIRM-like map with FIS-like tables. CFM Group will delineate the 1- and 0.2-percent-annual-chance (100- and 500-year) floodplain boundaries, the floodway, the floodway, the stream centerline, and cross-sections.

1.7. Task 6: FEMA Submission

If the County chooses to submit stream information to FEMA then CFM Group will prepare a submission which details the results of Tasks 2 through 5. The submission will be in a format that FEMA can review and that will allow FEMA to provide concurrence.

EX-10-3

2. Compensation

2.1. Term

The costs presented in this document will be good for two years or until the parties agree to make revisions, whichever comes first.

2.2. Task 1: Prioritization Study

Streams in Study	Cost
1 to 4 Streams	\$4,000.00 per stream
5 Streams	\$18,000.00
(Minimum of one stream per Prioritization Study Report.)	

2.3. Task 2: Hydrologic Analysis

Type of Analysis	Cost
Detailed Hydrologic Analysis	\$900.00 per square mile of watershed
Simple Hydrologic Analysis	\$200.00 per square mile of watershed
(Minimum watershed area is 2 square miles.)	

2.4. Task 3: Field Surveying

Type of Surveying	Cost
General (includes temporary control points; two cross-sections; one bridge; and one culvert)	\$3,897.50 per mile of stream reach
Install Permanent Survey Monument	\$800.00 per monument
Additional Cross-Section	\$1,380.00 per cross-section
Additional Culvert	\$460.00 per culvert
Additional Bridge	\$920.00 per bridge
(If field surveying is specified in the Prioritization Study Report, then the minimum stream reach length is 1 mile.)	

2.5. Task 4: Hydraulic Analysis

Type of Analysis	Cost
Hydraulic Analysis (includes two structures)	\$3,940.00 per mile of stream reach
Additional Structure (Culvert or Bridge)	\$800 per structure
(Minimum stream reach length is 1 mile.)	

EX 10-3



2.6. Task 5: Presentation

Presentation	
.....	
Presentation (Minimum of one stream per presentation.)	\$1,560.00 per stream
Cost	

2.7. Task 6: FEMA Submission

FEMA Submission	
.....	
FEMA Submission (Minimum of one stream per submission.)	\$3,500.00 per stream
Cost	

10-3

OFFICE 40

3. Obligations and Assumptions

3.1. Topographic Maps

The County will provide no-cost access to its county topographic maps.

3.2. Watershed Area

The watershed area is the area delineated on topographic maps, either USGS 1:24000 maps or county topographic maps. The delineated area will be the basis of payment. For example, if the watershed area for a detailed hydrologic analysis is 5.32 square miles, then the cost is \$4,788.00 (5.32 square miles at \$900.00 per square mile).

3.3. Stream Reach Length

The stream reach length is the length, measure along the centerline, of the stream in the hydraulic analysis. The length begins at the first cross-section and ends at the final cross-section. The stream reach length will be the basis of payment. For example, if the stream reach length is 1.43 miles, then the cost is \$5,634.20 (1.43 miles at \$3,940.00 per mile).

Normally, the stream reach length will not include the most upstream portion, where the watershed is less than approximately one square mile. In other words, the most upstream cross-section on a stream will be located where the watershed to that cross-section is approximately one square mile.

4. Personnel

4.1. CFM Group Personnel

CFM Group, LLC
2135 University Blvd., Suite A
Tuscaloosa, AL 35401
Telephone: (205) 752-4037
Fax: (205) 752-4063

Managing Principal: Tim Floyd, PG
tim.floyd@cfm-grp.com

Project Manager: Rick Deerman, PE
rick.deerman@cfm-grp.com

4.2. County Representative

Tuscaloosa County Engineering Department
2810 35th Street
Tuscaloosa, Alabama 35402
Telephone: (205) 345-6600
Fax: (205) 345-6600

County Engineer: Bobby Hagler
bobbyhagler@tuscco.com

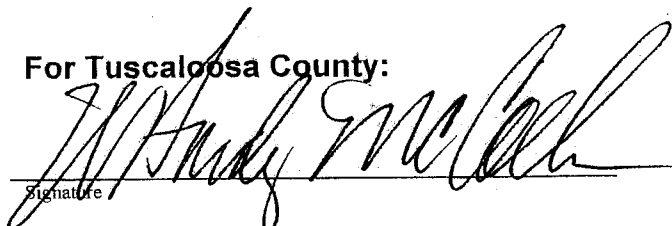
Representative: Tom Fancher
tfancher@tuscco.com

EX 10-3

5. Work Order

- All work is to be completed according to the Scope of Work included within this agreement.
- No changes in the Scope of Work will be made without prior written consent from Tuscaloosa County.
- This project will be conducted under the terms and conditions included within this agreement.
- This work order should be signed by an authorized representative for Tuscaloosa County. Formal authorization in the form of this signed agreement must be received prior to commencing work.
- By signing this Work Order, Tuscaloosa County agrees and accepts the terms of this written agreement as contractually binding between Tuscaloosa County and CFM Group, LLC.
- This written agreement constitutes the whole agreement between Tuscaloosa County and CFM Group, LLC and no other conditions, written or otherwise, other than those stated herein apply.
- Payment is due upon completion of the Scope of Work and receipt of invoice or, if the project is ongoing, due monthly upon receipt of invoice. If work is not completed due to no fault of CFM Group, LLC, payment will be due for services to date. In the event of payment not being made and a lawyer is employed, the Client will be liable for any and all legal fees necessary for debt collection.

For Tuscaloosa County:

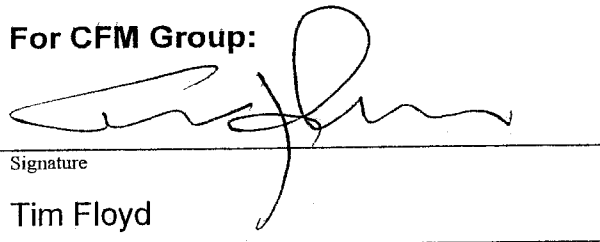

Signature

W. Hardy McCollum
Name

Chairman
Title

10-16-08
Date

For CFM Group:


Signature

Tim Floyd
Name

Principal
Title

August 13, 2008
Date

6. Terms and Conditions

1. References herein to "CFM GROUP" refer to CFM Group, LLC "Client" shall mean Tuscaloosa County. References herein to "Project" mean the project as defined in CFM GROUP written Scope of Work or proposal to the Client. Any proposal submitted by CFM GROUP for the performance of a proposed Project shall be firm for a period of sixty (60) days. Upon the expiration of such period, CFM GROUP reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to confirm to changing work loads.

2. Unless CFM GROUP's proposal provides otherwise, the proposed fees constitute CFM GROUP's estimate of the probable cost required to complete the proposed Project. The estimated probable cost identified in CFM GROUP's proposal shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project identified in any such proposal. However, in performing any Project, CFM GROUP will not proceed to expend more than the amount identified as the estimated probable cost in CFM GROUP's proposal without the Client's prior approval.
3. Cost and schedule commitments contained in CFM GROUP's proposal shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts of regulations of any governmental agency. Work stoppage or interruption caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in CFM GROUP's proposal for performance of the Project, entitling CFM GROUP to an adjustment to the cost and schedule.
4. Payment. Where the method of payment for CFM GROUP's services is on a time-and-material or cost reimbursable basis, the following commercial terms shall apply:

a. The minimum time segment for charging of field work is four (4) hours. For work done at any of CFM GROUP's offices, the minimum time segment for charging is one-half hour. There is no premium charge for overtime.
b. Where any agreement is based on the salary cost of specific individuals, normal and customary salary increases will become effective immediately upon CFM GROUP authorization and will be reflected in the next invoice submitted to the Client.
c. Expenses properly chargeable to the Project shall include: travel and living expenses of CFM GROUP personnel on business connected with the project; shipping costs; reproduction and bindery costs at CFM GROUP's standard rates; equipment rental charges; professional, analytical and technical subcontractors and advisors retained in connection with the Project; identifiable drafting and stenographic supplies; and expandable materials and supplies purchased specifically for the Project. A 15 percent handling and administrative charge will be added to all third party Project expenses. In lieu of all other itemized telephone and facsimile communication charges, and computer support, a telecommunications charge/computer support charge of five percent of the amount of CFM GROUP labor charges reflected on each invoice MAY be billed to defray these costs. If the services covered by any CFM GROUP proposal are subject to local or state taxes or fees, such additional costs will be charged to the Project and reimbursed by the Client.

5. Invoices. Invoices will be submitted on a monthly basis payable upon receipt. Unpaid balances shall be subject to interest at the rate of 1.5 percent per month or the maximum permitted under state law, whichever is less, starting 30 days from the invoice date. Payments received will be applied first to any unpaid fees. In addition, CFM GROUP may, after giving seven (7) days written notice, suspend services under any agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is a substantial condition of Client's performance of any agreement between CFM GROUP and Client. In the event CFM GROUP must take legal action to be paid for its services and prevails, all collection and legal costs associated with such action shall be reimbursed by the Client.
6. Except as provided in Paragraph 5, any agreement may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under such agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the terminating party prior to the effective date of such termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of termination.

a. Where the method of payment is based on a "lump sum" the final invoice will be based on the percentage of the work completed up to the effective date of termination.
b. Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the effective date of termination.
c. Where the method of payment is based on cost plus a fixed fee, the final invoice will be based on reimbursement for all costs up to the effective date of termination and a pro-rata share of the fixed fee.
d. Where the method of payment is based upon a payment schedule, a payment schedule will be attached to and made part of these terms as "Exhibit A - Periodic Payment Schedule" and signed by all parties to this agreement.
e. For each of the above methods of preparing the final invoice, there shall be an additional charge for Project closeout equal to three percent of all Project billings up to the effective date of termination. This closeout charge shall not be considered a penalty, but represents an allowance for recovery of costs for demobilization and reassignment of personnel and equipment on short notice.

7. Right-of-Entry. Client agrees to grant CFM GROUP the right to:
a. Enter or access any and all property necessary as required to complete the Scope of Work;
b. Perform the engineering services described in the Scope of Work;
c. Cut or remove any vegetation necessary and remove any other objects interfering with the completion or progression of the Project; and
d. Assign without notice this agreement or any part thereof as CFM GROUP shall deem necessary for the completion of the Project.

8. Insurance. Client agrees that CFM GROUP's liability for professional negligent acts, errors, or omissions under this agreement shall be limited to the amount of the fee charged, unless an additional fee of 5% of the liability amount desired by the Client to be paid to CFM GROUP. Additional liability insurance amounts requested by the Client will be attached to and made part of these terms as "Exhibit B - Additional Liability Insurance" and signed by all parties to this agreement.
9. Indemnification
- CFM GROUP shall indemnify and hold harmless the Client, its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between CFM GROUP and Client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of CFM GROUP or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the sole negligence of Client or its contractors or their respective employees, officers and agents; and provided further, that CFM GROUP's liability under this indemnity provision shall be limited to and not exceed the insurance coverage's and associated limits of liability which CFM GROUP is required to secure pursuant to Paragraph 8, hereof; and provided further, that CFM GROUP's obligation hereunder shall not exceed to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
 - Client shall indemnify and hold harmless CFM GROUP and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between CFM GROUP and Client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the sole negligence of CFM GROUP or its subcontractors or their respective employees, officers and agents; and provided further, that Client's obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
 - The provisions of this Paragraph 9 shall survive the completion of the Project or the expiration, cancellation or termination of any agreement between CFM GROUP and Client.
10. Standard of Care
- While performing services under any agreement, CFM GROUP shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the civil engineering and consulting profession performing the kind of services to be performed thereunder and practicing in the same or similar locality at the same time and that the proper venue for litigation of any cause or action hereto shall be that court of jurisdiction in Tuscaloosa County, Alabama.
 - Client agrees that CFM GROUP shall not be responsible or liable in any way for the conduct, work, or damages or resulting loss incurred by any action by any sub-contractor(s) associated with this Project.
 - Except for the express promise set forth in subparagraph a., above, regarding CFM GROUP's standard of care, CFM GROUP neither makes, nor offers, nor shall CFM GROUP be liable to Client for any express or implied warranties with respect to the performance of CFM GROUP's services. Estimates of cost, approvals, recommendations, opinions, and decisions by CFM GROUP are made on the basis of CFM GROUP's experience, qualifications, and professional judgment and are not guaranteed. CFM GROUP shall not be regarded as a guarantor with respect to any work product provided to Client. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY CLIENT.
 - CFM GROUP agrees to reperform and correct at its expense any work or services performed by CFM GROUP which fails to conform to the standard of care that CFM GROUP has accepted pursuant to subparagraph a., above.
 - In no event shall CFM GROUP and CFM GROUP's officers, directors, employees, agents and independent professional consultants, and any of them, be liable to Client and/or anyone claiming by, through or under Client, including Client's insurers, for any lost, delayed, or diminished profits, revenues, or opportunities; losses by reason of shutdown or inability to utilize or complete work at the site of the Project; or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever resulting from CFM GROUP's performance or failure to perform services pursuant to any agreement.
 - CFM GROUP and CFM GROUP's officers, directors, employees, agents and independent professional consultants, and any of them, shall not be liable to Client and/or anyone claiming by, through or under Client, including Client's insurers, nor shall CFM GROUP be liable to indemnify Client pursuant to Paragraph 8, hereof, in an amount which exceeds (i) the total compensation value to CFM GROUP of the Project, if the claims of Client or Client's insurers against CFM GROUP are not covered by the insurance coverage's and associated limits of liability which CFM GROUP is required to maintain pursuant to Paragraph 8 hereof or (ii) the liability amount specified in Paragraph 8, if the claims of Client or Client's insurers against CFM GROUP are covered by the insurance coverage's and associated limits of liability which CFM GROUP is required to maintain pursuant to Paragraph 8 hereof. The Client hereby forever releases CFM GROUP and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the Client in excess of such amount.
 - As used in Paragraph 9, the term "liable" or "liability" means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence, whether of CFM GROUP or others), in strict liability, for indemnity, or otherwise, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CFM GROUP's services from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of CFM GROUP and/or CFM GROUP's officers, directors, employees, agents and independent professional consultants, or any of them. The provisions of this Paragraph 9 providing for limitations of and protections against CFM GROUP's liability shall survive the completion of the Project or the expiration, cancellation, or termination of any agreement between CFM GROUP and Client, and such provisions shall apply to the full extent permitted by law.

11. Client agrees that CFM GROUP has authority to use its name as a Client and a general description of the Project as a reference for other prospective Clients. All original papers and documents and all work products and copies thereof, produced as a result of this agreement, shall remain the property of CFM GROUP and may be used by CFM GROUP without prior consent of the Client.

12. IF CFM GROUP personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute arising out of the Project, CFM GROUP shall be reimbursed on a time and material basis in accordance with CFM GROUP's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

13. IF any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

14. Once the Client has signified its acceptance of CFM GROUP's proposal, the express terms of CFM GROUP's proposal to Client and these General Terms and Conditions shall constitute the complete and exclusive statement of the terms of the agreement between the parties and are intended as a final expression of the terms of such agreement for the proposed work and will supersede all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written. No provision of CFM GROUP's proposal or these General Terms and Conditions may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized officer of CFM GROUP. Client may use its standard business forms (such as purchase orders) to administer any agreement between CFM GROUP and Client, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of CFM GROUP's proposal or these General Terms and Conditions and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

From the Desk of
Allan D. Springer
10/14/2008

Attached are the areas with cost estimates that everyone in our office agreed should be mapped. All of the Commissioners and Judge McCollum were provided a copy of these along with a copy of the contract. Commissioner Wallace and Commissioner Murray have met with CFM. In our last meeting with CFM several weeks ago we reviewed this proposal. Commissioner Wallace was in attendance but Commissioner Murray was not. I believe that it is everyone's opinion that mapping of these areas will address the majority of development either currently taking place or will take place in the future. The total cost of this initial phase is \$546,339.15. Due to the fact that we have never been involved with this kind of project I have no basis with which to compare this cost.

EX 10-4

Jack Watts Subdivision

Commission District: 4

Developer: Jackie Watts (Civil Work Construction, LLC (c/o Matt Caddis)

Engineer / Surveyor: Tom Sims (Longleaf Engineering, LLC.)

1. Waiver on an existing 18" RCP (Reinforced Concrete Pipe) at the entrance to Jack Watts Circle.

Date Plat(s) Recorded: Plat has not been recorded

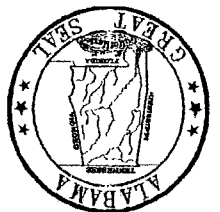
Comments:

The pipe has been installed with the bell end of the pipe downstream, which is not in compliance with the Tuscaloosa County Subdivision Regulations. The Subdivision Regulations reference the ALDOT Standard Specifications for Highway Construction in Section 5-4-4 Drainage. It states "Roadway drainage structures, pipe culverts and box culverts shall be designed in accordance with the latest edition of the "Standards and Specifications for Road and Bridge Construction" of the Alabama Department of Transportation.

See attached drawing.

**Subdivision Waiver Request
Tuscaloosa County Commission
(for October 15, 2008)**

Bobby C. Hagler
County Engineer



Allan D. Springer, Sr.
Assistant County Engineer



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT

2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600

BOOK 041 PAGE 48

10-4



Longleaf Engineering, LLC

CIVIL • GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

October 13, 2008

Tuscaloosa County Public Works Department
Attn: Mr. Bobby Hagler
2810 35th Street
Tuscaloosa, Alabama 35401

**RE: Jack Watts Circle
Elmer Sanford Dr.
Ralph, Alabama**

Dear Mr. Hagler:

I am writing this letter on behalf of Mr. Matt Caddis of Civil Worx Construction, LLC. In June of 2007, our office received an approval from Mr. Bob McEachern to construct the Jack Watts subdivision in accordance with the plans we submitted for review. After receiving this approval, the Owner (Mr. Jackie Watts) proceeded with construction in accordance with our received approvals. The subdivision was nearing completion in January of 2008 in which we asked for a preliminary inspection of the improvements. We were informed at that time the improvements would not be accepted by the County even though they were in accordance with the plans that were approved by Mr. McEachern.

We had several meetings with Mr. Mike Henderson, Mr. Scott Anders, and Commissioner Reginald Murray regarding the situation. Eventually, it was decided the improvements would not be accepted and Longleaf Engineering ended up paying for the in-place work to be removed and replaced.

After submitting new plans for review, we contracted Civil Worx to make the required repairs in accordance with the approved plans. Civil Work completed these repairs several weeks ago and a final inspection was requested. It has been brought to our attention that the 100 linear feet of 18" RCP that lies under the entrance driveway was laid "backwards," and the County will not accept this and requires the entire thing be removed and re-laid for a 3rd time.

For the record, it is not in dispute the pipe was laid backwards; however, the Contractor (Civil Worx) has provided a 3-year warranty on the pipe and Hanson has provided information supporting that the integrity, performance, and durability of the pipe is not compromised at all if it is laid backwards (the placement of the bell upstream is suggested for ease of construction so no dirt or debris prevents the pipe from being driven home). However, this documentation has not changed the County's stance on the removal of this pipe.

Therefore, Civil Worx Construction, LLC (c/o Matt Caddis) formally requests a variance from Section 5-4-4 Drainage of the Subdivision Regulations in the October 15, 2008 commission meeting. Because this pipe will perform as desired, it is requested the existing improvements are approved as is.

If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Longleaf Engineering, LLC

Tom Sims, P.E.
Project Engineer

cc: Mr. Matt Caddis
Mr. Jackie Watts

EX 10-5

10-5

BOOK 041 rec 50

**Ridgehaven, Phase I
The Gates at Ridgehaven, Phase I
Subdivision**

Commission District: 3

Developer: Robert Spivey

Engineer / Surveyor: Rebecca Harbin-Adams (McGuire and Associates, Inc.)

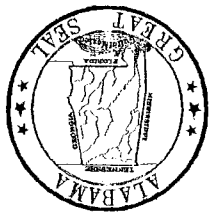
Waiver Requested: 1. Waiver of any mailboxes that do not meet standards.

Date Plat(s) Recorded: October, 2004

Comments: See attached photo

**Subdivision Waiver Request
Tuscaloosa County Commission
(for October 15, 2008)**

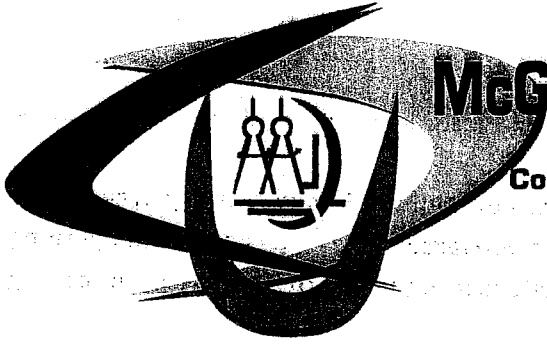
Bobby C. Hagler
County Engineer



Allan D. Springer, Sr.
Assistant County Engineer



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT
2810 35th Street
Tuscaloosa, Alabama 35401
(205) 345-6600
FAX (205) 345-6600



McGuire and Associates, Inc.

Consulting Engineers and Land Surveyors

Serving Alabama and Mississippi

September 29, 2008

Mr. Bobby C. Hagler, P.E.
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

Re: Ridgehaven Ph. I and the Gates of Ridgehaven Ph. I

Dear Mr. Hagler:

We are currently trying to obtain the acceptance of streets for maintenance at Ridgehaven Ph. I and the Gates at Ridgehaven Ph. I. After inspection of the subdivision we were informed that there are existing mailboxes in the right-of-way. At this time, we are requesting a waiver for the existing mailboxes.

Should you have any questions regarding this request for waiver, please call me at (205) 752-5382.

Sincerely,

Rebecca Harbin-Adams
McGuire & Associates, Inc.

Cc: Mike Spivey

10-1-08

9-01 XL

TUSCALOOSA COUNTY COMMISSION OF TRANSPORTATION
DEPARTMENT
ATTENTION MR. YOUNGBLOOD

THE FOLLOWING RESIDENTS WOULD LIKE TO HAVE OUR ROADS UPDATED TO PAVED
/CHURCHED-----UP DATED FROM DUST AND MUD.
THESE ROADS INCLUD ANTLER TRAIL, EVE LUR AND ANTLER PLACE.

ALSO WE WOULD LIKE TO HAVE STREET SIGNS TO MARK OUR ROAD.

- Joseph Seagle 6th Name: Sony & Sue Hingghay
20021 Antler Pl. ADDRESS 20044 Antler Place McCalla, AL
- Antler Seagle 8th NAME Helen & Gary Humphreys
- Antler Place ADDRESS 20044 Antler Place McCalla, AL
- Joseph Seagle 10th NAME Jamie & Scott Humphreys
- 20027 Antler Place ADDRESS 20024 Antler Place McCalla, AL 35111
- Matthew Woods 12 NAME JOANNA PALMER ~~Family~~
- 20027 Antler Place ADDRESS 19997 ANTLER PLACE McCALLA, AL 35111
- Alex Humphreys 13 NAME Thomas Palmer
- 20046 Antler Place ADDRESS 19997 ANTLER PLACE McCALLA, AL 35111

10-6

BOOK 52
PAGE 52

TUSCALOOSA COUNTY COMMISSION OF TRANSPORTATION
 DEPARTMENT
 ATTENTION MR. YOUNGBLOOD

WE THE FOLLOWING RESIDENTS WOULD LIKE TO HAVE OUR ROADS UPDATED TO PAVED /CHIRTED-----UP DATED FROM DUST AND MUD.
 THESE ROADS INCLUD ANTLER TRAIL, EVE LUR AND ANTLER PLACE.

ALSO WE WOULD LIKE TO HAVE STREET SIGNS TO MARK OUR ROAD.

- 4 Name: Stannan Palmer 14 Name: Henry Carroll 477-6410
- Address: 19497 Antler Place McCalla AL 35111 Address: _____
- 5 Name: Judith Bryant 20 Name: Karen T Walker
- Address: 12498 Swan Lane McCalla AL 35111 Address: _____
- 14 Name: Ruby Reynolds 21 Name: Gary Nunge 2469 SWAN ANE
- Address: 12482 Swan Lane Address: McCalla AL 35111
- 7 Name: Pat Juddell 22 Name: Stephanie Jordan
- Address: 12474 Swan Lane Address: _____
- 18 Name: Brian Torell 23 Name: Jesse Veston
- Address: 12474 Swan Lane Address: 12522 Eve Lou Ave McCalla AL 35111

EX 10-6

TUSCALOOSA COUNTY COMMISSION OF TRANSPORTATION
 DEPARTMENT
 ATTENTION MR. YOUNGBLOOD

WE THE FOLLOWING RESIDENTS WOULD LIKE TO HAVE OUR ROADS UPDATED TO PAVED /CHIRPED-----UP DATED FROM DUST AND MUD.
 THESE ROADS INCLUD ANTLER TRAIL, EVE LUR AND ANTLER PLACE.

ALSO WE WOULD LIKE TO HAVE STREET SIGNS TO MARK OUR ROAD.

- 24 Name: Robert Mc Donald
- 25 Address: Sharon McDonald
- 26 Name: Emma Lou 12324
- 27 Name: Beth Payne
- 27 Name: Randall Seagle
- 27 Name: Antler Diabe
- 28 Name: Preston Sanders
- 28 Name: Eve Lou
- 29 Address: Denise Sanders
- 30 Name: Swan Loue
- 31 Address: Jennifer Price
- 32 Name: Eve Lou
- 32 Address: 19876 Antler Trail
- 32 Name: Jerry W Deussen
- 33 Name: T.P. Gonshorowski
- Address: Antler Tr.

TUSCALOOSA COUNTY COMMISSION OF TRANSPORTATION

DEPARTMENT

ATTENTION MR. YOUNGBLOOD

WE THE FOLLOWING RESIDENTS WOULD LIKE TO HAVE OUR ROADS UPDATED TO PAVED /CHIRPED---IF DATED FROM DUST AND MUD.
THESE ROADS INCLUD ANTLER TRAIL, EVE LOW AND ANTLER PLACE.

ALSO WE WOULD LIKE TO HAVE STREET SIGNS TO MARK OUR ROAD.

Name: ³⁴ Hattie Godshawkowski	Name: ⁴⁰ Gary Smith
Address: Antler Tr.	Address 12914 Eve Low Ave
Name ³⁵ Dennis Finiard	Name ⁴¹ Richard W. Smith
Address Antler Trail	Address 12914 Eve Low Ave.
Name ³⁶ Dan O'Connell	Name ⁴² Kristy Turbs
Address Antler Trail	Address 18782 EVE LOW AVE
Name ³⁷ Susan Lowbody	Name
Address Eve Low Ave.	Address
Name ³⁹ Arlene Smith	Name
Address 12914 Eve Low	Address