

TUSCALOOSA COUNTY COMMISSION  
MEETING  
February 18, 2009

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 Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of \$11,604.00 to Burk-Kleinpeter, Inc. for design work on the Eastern Valley Road Bridge Replacement Project.

Exhibit 2-1, Page 210

Commissioner Gary Youngblood moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for the months of December, 2008, and January, 2009.

Exhibit 2-2, Pages 211-212

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to accept the low bid of \$74,350.00 and award the contract for the flooring project at the County Courthouse Annex Buildings to Nu Floors.

Exhibit 2-3, Page 213

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution endorsing House Bill 264, which would annex land into the Town of Lake View to facilitate sewer service to Lake View Elementary School. Commissioner Don Wallace abstained from voting.

Exhibit 2-4, Page 214

Commissioner Don Wallace moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to adopt a resolution awarding the contract for the provision of construction engineering and inspection services for the Northside School Sidewalks Project to Sentell Engineering, Inc. contingent upon concurrence from the Alabama Department of Transportation.

Exhibit 2-5, Page 215

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to grant a waiver of the Tuscaloosa County Subdivision Regulations on the scale of a Final Plat for Phillips Subdivision.

Exhibit 2-6, Pages 216-218

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to reappoint Jon Miller to the Coaling Water Authority, Inc. This term will expire March 1, 2015.

Commissioner Gary Youngblood moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to waive the right-of-way requirement from 60 feet to 50 feet on Palmer Street.

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to waive the permit fee of \$2.00 per linear foot to allow Jim Walter Resources, Inc. to install a six inch water line across Weller Road; and to grant a waiver to allow Jim Walter Resources, Inc. to work within the 100 foot setback area of Weller Road.

Exhibit 2-7, Pages 219-226

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to post a speed limit of 35 MPH on Fosters Loop Road.

Commissioner Reginald Murray moved, seconded by Commissioner Don Wallace, the County Commission voted unanimously to approve funding the Sipse Valley Middle/High School Access Road Project at an estimated cost of \$2,497,800.00 as presented by Allen McGiffert, project manager with McGiffert and Associates, LLC. The project includes two entrances to the school site, turn lanes on Romulus Road (County Road 2) and Boothtown Road, as well as the realignment of Boothtown Road.

Exhibit 2-8, Pages 227-229

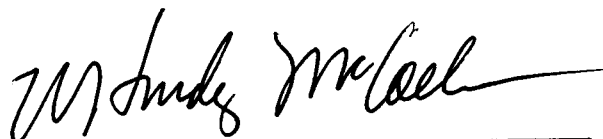
Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to proceed with the county's portion of the Culver Road/Black Warrior Parkway Sanitary Sewer Project by approving a contract with Sentell Engineering, Inc. in the amount of \$126,251.00 for engineering services from design through the bidding or negotiation phase. This action was taken contingent upon the City of Tuscaloosa agreeing to allow the county residents to connect to the city's service.

Exhibit 2-9, Pages 230-244

Commissioner Don Wallace moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to hire McGiffert and Associates, LLC for all of the engineering services through the bid phase on the Barger Road/Highway 69 Water Expansion Project at a cost of \$138,300.00. The Commission had discussion concerning the funding of said project.

Exhibit 2-10, Pages 245-248

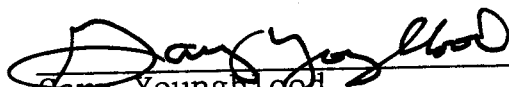
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 4, 2009.



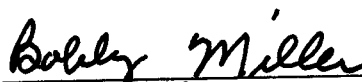
W. Hardy McCollum  
Judge of Probate and Chairman  
Tuscaloosa County Commission



Don Wallace  
Commissioner - District I



Gary Youngblood  
Commissioner - District II



Bobby Miller  
Commissioner - District III



Reginald Murray  
Commissioner - District IV

# BURK - KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

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

PRESIDENT

GEORGE C. KLEINPETER, JR., PE

VICE PRESIDENT

O. JEFFREY WOOD, PE

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

ASSOCIATES

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

WILLIAM R. BURK, JR., 1912-1986



OVER 95 YEARS OF SERVICE

January 31, 2009

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

Attn: Tom Fancher

Re: Eastern Valley Road Bridge  
Invoice #4  
BKI Job No. 3282-01

For professional services rendered on the referenced project through the month of January 2009.

PAYMENT REQUEST NO. 4

MAX FEE \$ 42,980.00

|        | <u>TOTAL<br/>AMOUNT</u> | <u>%<br/>COMPLETE</u> | <u>AMOUNT<br/>COMPLETE</u> | <u>CURRENT<br/>AMOUNT DUE</u> |
|--------|-------------------------|-----------------------|----------------------------|-------------------------------|
| DESIGN | \$ 42,980.00            | 43%                   | \$ 18,481.00               | \$ 11,604.00                  |

TOTALS: \$ 18,481.00 \$ 11,604.00

LESS PREVIOUSLY INVOICED: (6,877.00)

AMOUNT DUE THIS INVOICE: \$ 11,604.00

BKI Invoice: 46028  
jc

OK  
Thomas Fancher  
2-12-09

received  
2-12-09

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

EX 2.1

MONTH OF: **DECEMBER, 2008**

| FUND                    | CHECK NUMBERS           | AMOUNT         |
|-------------------------|-------------------------|----------------|
| 001 GENERAL FUND        | 24341-24852             | \$5,647,924.73 |
| SPECIAL SALES TAX       | 15                      | \$6,000,000.00 |
| 112 ROAD & BRIDGE       | 6612-6846               | \$2,077,586.82 |
| 116 CAPITAL IMPROVEMENT |                         |                |
| 117 RRR GAS TAX         |                         |                |
| 120 REAPPRAISAL         | 1126-1144               | \$185,798.48   |
| 160 COMMUNITY DEVELOP   | 1515-1517               | \$187,445.17   |
| 710 PAYROLL-CHECKS      | 2-3,90244-294,46159-646 | \$1,836,006.60 |
| PAYROLL-DIR DEP         | 11874-12711             | \$899,214.74   |
| 720 EXCESS LAND SALES   |                         |                |
| 750 PISTOL PERMIT       | 3265-3277               | \$16,475.85    |
| 761 DA WORTHLESS CK     | 2397-2415               | \$29,474.48    |
| 780 E911                | 4095-4113               | \$94,766.66    |
| 781 GAS TAX BONDING     |                         |                |
| 783 WORKMEN'S COMP      | 5103, 159               | \$67,294.08    |
| 784 TAX COLL SPECIAL    | 261                     | \$30.35        |
| 785 TAX ASSR SPECIAL    | 1608-1610               | \$595.61       |
| 786 MFG HOMES           |                         |                |
| 787 MOTOR VEH TRAINING  |                         |                |

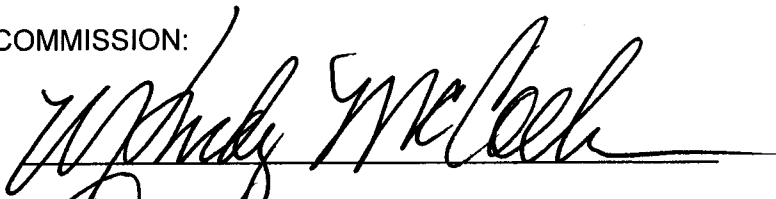
\$17,042,613.57

CHECKED BY: 

WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM



COMMISSIONER, DON WALLACE



COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



MONTH OF: **JANUARY, 2009**

| FUND                    | CHECK NUMBERS       | AMOUNT         |
|-------------------------|---------------------|----------------|
| 001 GENERAL FUND        | 24678-25167         | \$4,424,745.69 |
| 112 SPECIAL SALES TAX   |                     |                |
| 112 ROAD & BRIDGE       | 6740-6939           | \$1,273,402.13 |
| 116 CAPITAL IMPROVEMENT |                     |                |
| 117 RRR GAS TAX         |                     |                |
| 120 REAPPRAISAL         | 1140-1158           | \$257,856.25   |
| 160 COMMUNITY DEVELOP   |                     |                |
| 710 PAYROLL-CHECKS      | 90295-357,46647-941 | \$1,706,539.94 |
| PAYROLL-DIR DEP         | 12712-13982         | \$1,436,085.83 |
| 720 EXCESS LAND SALES   |                     |                |
| 750 PISTOL PERMIT       | 3278-3300           | \$10,694.93    |
| 761 DA WORTHLESS CK     | 2416-2445           | \$11,991.86    |
| 780 E911                | 4109-4125           | \$133,082.45   |
| 781 GAS TAX BONDING     |                     |                |
| 783 WORKMEN'S COMP      | 5104                | \$5,181.39     |
| 784 TAX COLL SPECIAL    | 262                 | \$30.35        |
| 785 TAX ASSR SPECIAL    | 1611-1614           | \$429.18       |
| 786 MFG HOMES           |                     |                |
| 787 MOTOR VEH TRAINING  |                     |                |

\$9,260,040.00

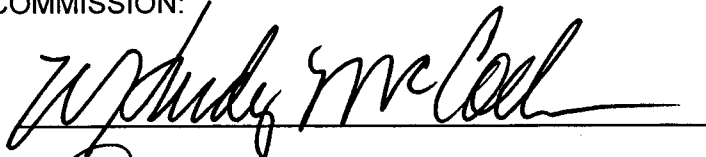
CHECKED BY:



WILLIAM M. LAMB, ACCOUNTING MANAGER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM



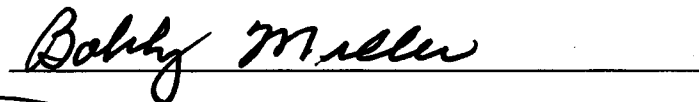
COMMISSIONER, DON WALLACE




COMMISSIONER, GARY YOUNGBLOOD



COMMISSIONER, BOBBY MILLER



COMMISSIONER, REGINALD MURRAY



EX 2-2

**BID TABULATION:**

**RE-FLOORING OF THE  
TUSCALOOSA COUNTY COURTHOUSE ANNEX BUILDINGS  
714 GREENSBORO AVENUE  
TUSCALOOSA, AL 35401**

FA PROJECT #9736.5


FEBRUARY 5, 2009 2:00 P.M.

PREPARED BY: FITTS ARCHITECTS, INC.  
1606 PAUL BRYANT DRIVE  
TUSCALOOSA, AL 35401

| COMPANY                    | BASE BID      |
|----------------------------|---------------|
| Alabama Environmental, Inc | \$ 107,995.00 |
| Nu Floors                  | \$ 74,350.00  |
| Rice Floor & Tile          | \$ 94,725.00  |
| R.S. Lee Flooring          | \$ 121,907.00 |
| Wheat's Carpet             | \$ 99,948.64  |

I certify the above tabulation to be a true and correct listing of all bids received this 5<sup>th</sup> day of February, 2009.

  
NOTARY PUBLIC

  
J. EVANS FITTS, PRESIDENT  
FITTS ARCHITECTS, INC.



STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

**RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION**  
**ENDORING THE ADOPTION OF HOUSE BILL 264**

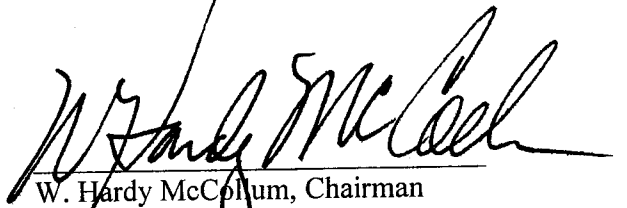
WHEREAS, THE TUSCALOOSA COUNTY COMMISSION recognizes that a dispute between the Towns of Lakeview and Woodstock has existed for some time, resulting in protracted litigation; and

WHEREAS, the local legislative delegation has requested that the County Commission give its assent to the legislative annexation of territory into the Town of Lakeview; and

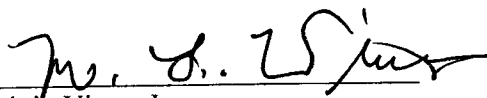
WHEREAS, the County Commission recognizes the benefits enuring to the community by having the Legislature set the boundaries for the Towns and the sewer system operated by the Town of Lakeview.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the Commission endorses the proposal of the local legislative delegation presented in House Bill 264.

Done this the 18<sup>th</sup> day of February, 2009.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

ATTEST:

  
Melvin Vines, Jr.  
County Administrator

EX 2-4

**RESOLUTION**

**WHEREAS**, the Tuscaloosa County Commission has been approved for a Transportation Enhancement Program Grant, the Northside School Sidewalks Project, Project Number STPTE – TB08(932), through the State of Alabama Department of Transportation; and

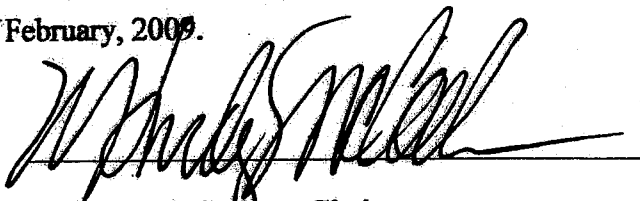
**WHEREAS**, in conjunction with the implementation of said project, the Commission has formally advertised and solicited proposals for the provision of construction engineering/inspection services which will be required during the construction of the project; and

**WHEREAS**, three proposals were received and evaluated regarding the provision of said services;

**NOW, THEREFORE, BE IT RESOLVED** that the contract for the provision of construction engineering and inspection services be awarded to Sentell Engineering, Inc., P.O. Box 1246, Tuscaloosa, Alabama 35403 contingent upon the receipt of concurrence from the State of Alabama Department of Transportation and the successful negotiation of an equitable fee to be included in the contract prior to execution.

**BE IT FURTHER RESOLVED** that W. Hardy McCollum, Commission Chairman, be and hereby is authorized to execute any and all documents involved with the subject project.

Approved and executed this the 18<sup>th</sup> day of February, 2009.



W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

Attest: \_\_\_\_\_

Melvin Vines, County Administrator  
Tuscaloosa County Commission

**BID TABULATION:**

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



Bobby C. Hagler  
County Engineer



Allan D. Springer, Sr.  
Assistant County Engineer

**Subdivision Waiver Request**  
**Tuscaloosa County Commission**  
**(For February 18, 2007)**

**Phillips Subdivision**

Commission District: 4

Developer: Terry Phillips

Engineer / Surveyor: McGiffert and Associates, LLC (Colter Nelson)

Waiver Requested: 1. the request is to allow the drawing to be platted at a 1"=200' scale instead of 1"=100'

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

Comments: None

This is a request for a waiver on the scale of a Final Plat. The regulations say that it must be drawn at a scale of no greater than 1"=100'. Mr. Nelson from McGiffert and Associates, LLC has attached a letter of request to allow the drawing to be platted at a 1"=200' scale instead of 1"=100'. This will allow the plat to be on one sheet for clarity purposes instead of mutable sheets.

EX 2-6




Site Design  
Utility Design  
Transportation  
Environmental  
Surveying  
Construction Contract Administration

2814 Stillman Boulevard  
Tuscaloosa, AL 35401  
Post Office Box 20559  
Tuscaloosa, AL 35402  
Telephone 205.759.1521  
Fax 205.759.1524  
www.mcgiffert.com

February 10, 2009  
Mr. Don Wheeler, PLS  
Subdivision Administrator & County Surveyor  
Tuscaloosa County Public Works Department  
Via Email: [dwheeler@tuscco.com](mailto:dwheeler@tuscco.com)

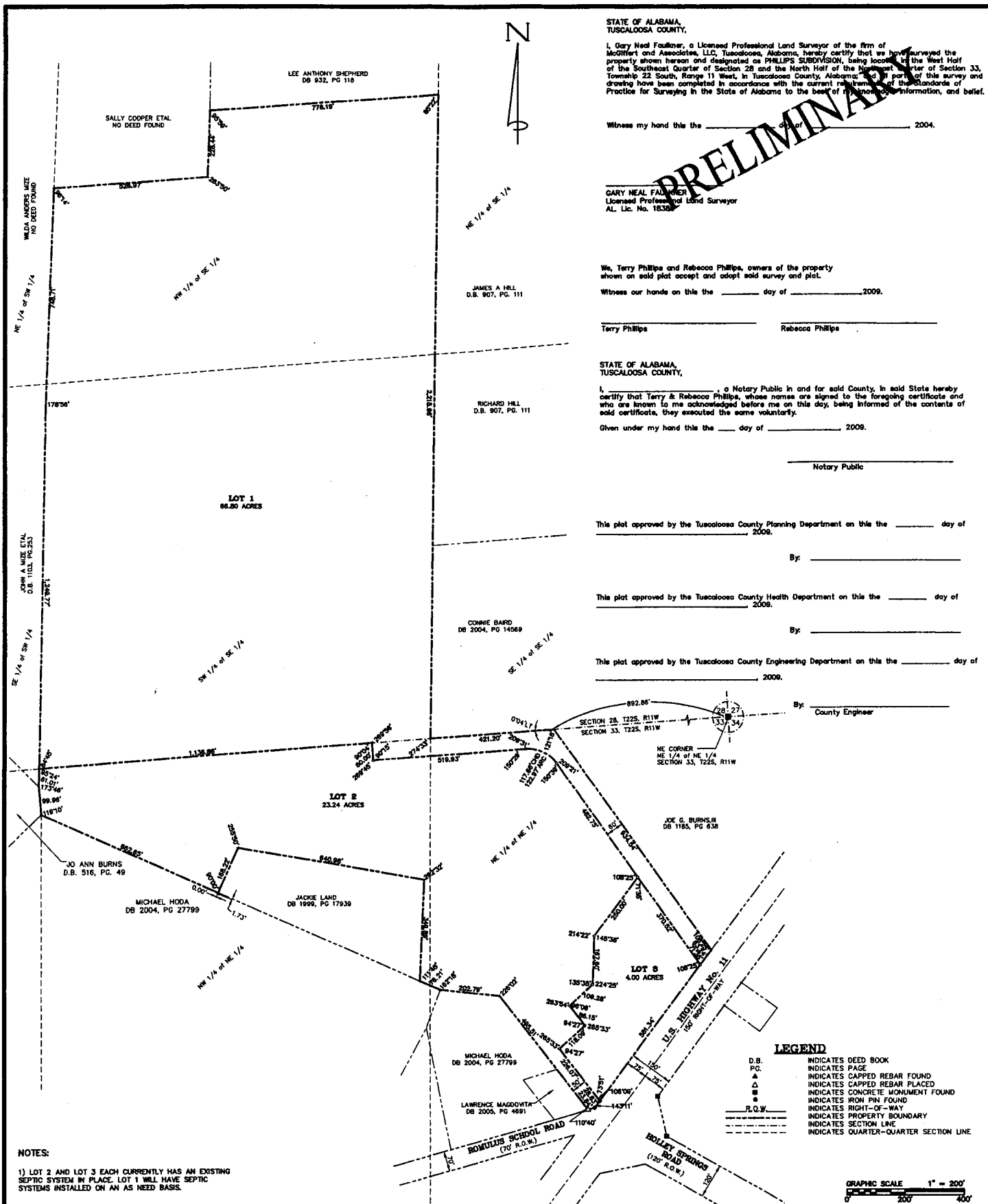
Mr. Wheeler,  
Our client, Mr. Phillips has requested a subdivision of his land totaling 94.04 acres to be divided into three lots, the largest lot being 66.80 acres and the smallest one being 4.00 acres. As stated in the Tuscaloosa County Subdivision Regulations, a subdivision is not to be submitted at a scale less than 1"=100'. In this case, we believe that the plat would be more practical and concise to deviate from this requirement and would like to request a variance for a scale of 1"=200'. This would allow the plat to consist of one page verses three. As shown on the attached preliminary plat, no clarity or definition has been sacrificed to achieve this scale. Your assistance in the matter would be greatly appreciated.

If there is additional information you require, please advise.  
Sincerely,

MCGIFFERT AND ASSOCIATES, LLC  
  
J. Colter Nelson, PLS  
JCN/lo

File: 2-10c-09/letters

EX 2-6



**McGiffert and Associates, LLC**  
SINCE 1948  
**CIVIL ENGINEERS**

2814 STILLMAN BLVD. • P.O. BOX 20559  
TUSCALOOSA, ALABAMA 35402-0559  
WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

| FINAL SUBDIVISION PLAT |             |    |
|------------------------|-------------|----|
| REVISION               |             |    |
| DATE                   | DESCRIPTION | BY |
|                        |             |    |
|                        |             |    |
|                        |             |    |

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**PHILLIPS SUBDIVISION**

A PART OF SECTIONS 28 & 33, TOWNSHIP 22 SOUTH, RANGE 11 WEST

TUSCALOOSA COUNTY ALABAMA

FILE NAME: PHILLIPS-FINAL SHEET No. 1 of 1

|                        |                   |             |          |
|------------------------|-------------------|-------------|----------|
| DATE OF SURVEY: 2/9/09 | SCALE: 1"=200'    | CHECKED BY: | DWG. No. |
| FB. 1303-4 PG. 25-26   | DRAWN ON: 2/10/09 |             | 48-09    |
| JOB No. 08-2360        | DRAWN BY: J.C.N.  |             |          |

EX 3-6

**Jim Walter resources, inc.**  
BLUE CREEK COAL • BROOKWOOD, ALABAMA

February 2, 2009

Mr. Bobby Hagler, County Engineer  
Tuscaloosa County  
Public Works  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

**RE: Jim Walter Resources, Inc. ROW Request**

Dear Mr. Hagler:

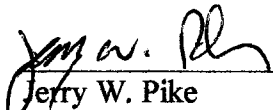
Jim Walter Resources, Inc. requests permission to disturb within 100 feet of Weller Road in order to 1) construct a deepwell pumping station on the south side of Weller Road of approximately 1 acre, 2) bore under Weller Road and install a six inch pipe and 3) construct a sediment basin on the north side of Weller Road.

The proposed disturbances are located in the NE1/4 of the NE1/4 of Section 6, Township 20 South, Range 6 West and the SE1/4 of the SE1/4 of Section 31, Township 19 South, Range 6 West. See Attached Map. The length of the proposed disturbed area will be approximately 300 feet on the south side and approximately 650 feet on the north side of Weller Road.

Best Management Practices (BMP's) such as silt fences, hay bales and rip rap check dams will be used to minimize any erosion problems due to this disturbance. Every effort will be made to maintain buffer areas of trees between Weller Road and the proposed disturbances.

If you have any questions or need additional information please give me a call.

Sincerely,

  
\_\_\_\_\_  
Jerry W. Pike  
Manager of Environmental Engineering

STATE OF ALABAMA

REVISED JANUARY 2000

COUNTY OF TUSCALOOSA

PERMIT NO. \_\_\_\_\_

**PERMIT AGREEMENT FOR THE ACCOMMODATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

THIS AGREEMENT made the 3RD day of FEBRUARY 2009 between the **COUNTY OF TUSCALOOSA, the STATE OF ALABAMA,**

Hereinafter referred to as "Grantor:  
and JIM WALTER RESOURCES, INC.

doing business at JIM WALTER RESOURCES, INC. hereinafter referred to as Grantee".

1. **RIGHT OF WAY:** In consideration of the sum of \$2.00 per linear foot, Grantor hereby grants, permits and conveys to Grantee a permit for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing A 6" WATER LINE TO BE BORED UNDER WELER ROAD. A TOTAL CROSSING LENGTH OF 60 FEET.

\_\_\_\_\_, at a location and on a route to be selected by the Grantor, on, in, over and through the following described land in Tuscaloosa County, Alabama; generally along County roads as follows:

BORE UNDER WELER ROAD IN THE NE 1/4 OF NE 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 6 WEST AND THE SE 1/4 OF SE 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 6 WEST.

\_\_\_\_\_, all being in Tuscaloosa County, Alabama, more particularly described on the attached map, which said map is on file in the County Engineer's Office, said route to be determined finally by the Grantor herein. At such time as Grantee has decided the final route of said utility, the County Engineer will calculate the total footage of same, and Grantee will pay the cost of same based on such calculation before construction begins thereon. Such road rights-of ways are sometimes referred to herein as the premises.

2. **TERM:** The rights granted herein shall be possessed and enjoyed by Grantee so long as the utilities and appurtenances constructed pursuant hereto shall be maintained and operated by Grantee

EX 2-7

3. **ADDITIONAL RIGHTS OF GRANTEE:** Grantee shall have the right of ingress and egress to and from the premises for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein, such right not to interfere with the normal traffic of the County roads described as the premises and with reasonable advance notice to Grantor of all work to be done thereon.

4. **RIGHTS OF GRANTOR:** Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. It is understood by and between the Grantor and the Grantee that this is a permit, and Grantor reserves the right to convey similar or other permits to public utilities or private parties.

5. **ASSIGNMENTS:** The rights granted herein shall not be assignable except with the approval of the Grantor and any attempt by the Grantee to assign any of the rights granted herein either separately or severally, in whole or in part, without such approval, shall be void.

6. **DEFAULT BY GRANTEE:** This agreement and all rights of Grantee hereunder shall, at the option of Grantor, terminate on the failure by Grantee to remedy and default in the performance of any term or condition of this instrument within twenty (20) days after service of written notice of such breach.

7. **WARRANTY OF TITLE:** It is understood and agreed by and between the parties hereto that Grantor may not have deeded or condemned rights-of-way over all roadways referred to herein, but it is the intent of Grantor convey the permit herein to the extent of its lawful right to do so and no warranties of title are given by Grantor relating to the premises.

8. **WIDTH OF PERMIT:** During construction, clean up, and restoration operations, Grantee shall have the right to utilize a working area of ten feet on both sides of the premises described herein. However, after completion of such operations, Grantee shall have no further right to such temporary working space, and Grantee's rights shall be limited solely to a permit for the operation and maintenance of the utility in place and all pipelines constructed pursuant to this instrument shall be confined to such permit. The exercise by Grantee of the rights created by this permit shall at all times be subservient to the rights of the Grantor along said premises.

9. **APPURTENANT FACILITIES:** Grantee agrees that no drips or valves shall be placed on any utility passing through the premises unless same are recessed and have previously been approved by Grantor. Grantee shall further have right to locate any surface installation on any part of the utility premises, or to fence the whole or any part thereof.

EX 2-7



10. **RIGHT OF ACCESS:** Grantee shall have the right of ingress and egress to and from the premises for the purposes described herein. Such ingress and egress shall be limited to existing public roads and adjacent rights-of-way.

11. **RELOCATION OF UTILITY ON REQUEST OF GRANTOR:** Whenever, in the reasonable opinion of Grantor, the utility interferes with the Grantor's use of or operations on the premises, Grantee shall, at its own expense and risk, with thirty (30) days after written request therefore by Grantor, lower or relocate and reconstruct such utility to the depth or along the route specified by Grantor in such request. Grantee shall thereafter restore the premises as nearly as possible to the state and conditions they were in prior to such lowering or relocation and reconstruction.

12. **GRANTOR'S USE OF PREMISES:** Grantor reserves the right to place along, across and over the utility permit as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, drainage structures, and other utilities as Grantor may desire. Grantor reserves the right to fence the whole or any part of the boundaries of the premises and the right to build fences crossing same. Grantor shall have the right to full use and enjoyment of the premises, except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house or building on or over any utility constructed pursuant to the permit.

13. **BURIAL OF UTILITIES:** Grantee agrees to bury all utilities to a depth that is in accordance with the current specifications established by the Alabama Highway Department Utility Manual. Grantee further agrees to bury all utilities at a depth sufficient to place said utility beneath all cross drainage now existing along said permit route. The Grantee herein further agrees that Grantor has the right to specify how and where said utility will cross any and all creeks along the proposed route. Grantee agrees to bury all utilities constructed on the premises at a sufficient depth so the utilities will not interfere with the cultivation or drainage of the premises. As previously stated, the minimum depth for such utilities shall be in accordance with the current specifications established by the Alabama Highway Department Utility Manual.

14. **RESTORATION OF SURFACE:** After the installation of any utility, and after the abandonment or expiration of this grant for any cause, grantee shall remove all pipe and other property placed on the premises by or for Grantee, fill and level all ditches, ruts, debris and depressions caused by construction or removal operations, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surface of the premises as near to its original condition as may be possible, all within a reasonable time after the installation of such utility or the abandonment or expiration of this permit. If Grantee fails to do so, Grantor may do so at the Grantee's risk and expense, and Grantee agrees to reimburse Grantor for the costs of such removal and restoration operations.

**15. LIABILITY OF GRANTEE AND INDEMNITY:** Grantee shall be fully liable for all injuries to persons or damage to property resulting from the construction, maintenance, or operation of its utility pursuant to this permit. Grantee further agrees to pay Grantor for all damages suffered by Grantor as a result of the exercise by Grantee of the rights granted herein. To this end, Grantee agrees to indemnify Grantor against all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the laying, maintenance, renewal, repair, use, or existence of any utility constructed pursuant to this permit, including the breaking of such utility or the leaking of any substance therefrom. Grantee further agrees that it will indemnify Grantor against all liability and against all losses or damage to persons or property resulting from or in any manner connected with or arising from the laying, maintenance, operation, or presence of its utility or the contents thereof on the premises, or the removal of such utility therefrom. Grantee, or its Contractor conducting the work on the subject utility, further agrees to post a County-wide construction bond in the amount of \$25,000.00 to indemnify Grantor for any damages or expenses incurred by Grantor arising out of the construction of said utility.

**16. TERMINATION:** The rights and privileges granted herein shall at the option of Grantor terminate if at any time Grantee fails to maintain and operate any utility on the premises for a period of more than 24 consecutive months. On the termination of the rights granted herein, Grantee shall execute and deliver to Grantor, within twenty (20) days after service of a written demand therefore, a good and sufficient release to all rights hereby granted. Should Grantee fail or refuse to deliver such release to Grantor, a written notice by Grantor reciting the failure or refusal of Grantee to execute and delivery such release, shall after ten (10) days from the date of such notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of this grant

**17. REGULATION:** Grantee agrees to and shall comply with all applicable federal, state and local regulations governing the operation of pipelines and transportation of substance therein, including but not limited to the current State of Alabama Highway Department Standards for the accommodation of utilities on highway rights of way

**18. ATTORNEYS' FEES AND COSTS:** Should Grantee breach this agreement in any way and Grantor is caused to employ attorneys to protect its rights herein, Grantee agrees to pay for any costs incurred by Grantor including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this agreement at Tuscaloosa County,  
; Alabama, on the day and year first above written.

GRANTEE

JIM WALTER RESOURCES, INC.

By: *Jim W. R.*

TUSCALOOSA COUNTY, ALABAMA

By: \_\_\_\_\_  
Bobby C. Hagler  
County Engineer

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that JERRY W. PIKE, whose name as AGENT FOR JIM WALTER RESOURCES, INC. is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official this the 3RD day of FEBRUARY 2009.

Lisa R. Lane  
Notary Public in and for  
Tuscaloosa County, Alabama

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 24, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that Bobby C. Hagler whose name as County Engineer of Tuscaloosa County, Alabama, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he executed the same voluntarily for and as the act of said County.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
Tuscaloosa County, Alabama.

My Commission Expires: \_\_\_\_\_

**SE/SE**  
**Sec 31, T19S, R6W**

**7-13 Shaft**



**Pond**

Co. Rd. 99

WELLER ROAD

**Proposed  
Dewatering  
Well Site**



**NE/NE**

**Sec 6, T20S, R6W**

623.7'

614.8

61

602.8

584.5'

585.7'

570.1

565.4

567.4

EX 2-7



**TUSCALOOSA COUNTY COMMISSION**  
**SIPSEY VALLEY MIDDLE / HIGH SCHOOL ACCESS ROAD**  
**ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST**

2/12/2009

| Item No.                  | Estimated Quantity | Unit     | Description   | Unit Price | Total   |
|---------------------------|--------------------|----------|---|------------|---------|
| 1                         | 1                  | l.s.     | Payment and Performance Bonds   | 10,000.00  | 10,000  |
| 2                         | 11                 | acre     | Clearing and Grubbing   | 3,500.00   | 38,500  |
| 3                         | 8,000              | c.y.i.p. | Strip and Stockpile Topsoil   | 4.00       | 32,000  |
| 4                         | 21,000             | c.y.i.p. | Unclassified Excavation   | 6.00       | 126,000 |
| 5                         | 29,000             | s.y.     | Topsoil Replacement from Stockpile (Minimum 4" Thick)   | 1.00       | 29,000  |
| 6                         | 25,100             | s.y.     | Prime Coat, ALDOT Section 401   | 1.00       | 25,100  |
| 7                         | 25,100             | s.y.     | Crushed Aggregate Base Course ALDOT Section 825, Type "B" (5" Compacted Thickness)  | 7.50       | 188,250 |
| 8                         | 31,500             | s.y.     | Improved Bituminous Concrete Wearing Upper Layer ALDOT 429-B, 1" Maximum Aggregate Size Mix, ESAL Range "B" (1" Compacted Thickness) w/ Tack Coat | 4.50       | 141,750 |
| 9                         | 25,100             | s.y.     | Improved Bituminous Concrete Binder Layer ALDOT 429-B 1 1/2" Maximum Aggregate Size Mix, ESAL Range "B" (3" Compacted Thickness)                  | 11.00      | 276,100 |
| 10                        | 6,400              | s.y.     | Improved Bituminous Concrete Binder Layer ALDOT 429-B 1 1/2" Maximum Aggregate Size Mix, ESAL Range "B" (5 1/2" Compacted Thickness)              | 20.00      | 128,000 |
| 11                        | 26,000             | s.y.     | Roadbed Processing  | 1.00       | 26,000  |
| 12                        | 8,200              | l.f.     | 2' Combination Curb and Gutter  | 15.00      | 123,000 |
| 13                        | 100                | l.f.     | 6' Valley Gutter  | 70.00      | 7,000   |
| 14                        | 1                  | l.s.     | Permanent Striping and Signing  | 17,000.00  | 17,000  |
| <b>STORM SEWER SYSTEM</b> |                    |          |   |            |         |
| 15                        | 1,020              | l.f.     | 18" RCP Class 3 Storm Sewer Pipe  | 35.00      | 35,700  |
| 16                        | 1,250              | l.f.     | 30" RCP Class 3 Storm Sewer Pipe  | 55.00      | 68,750  |
| 17                        | 100                | l.f.     | 42" RCP Class 3 Storm Sewer Pipe  | 80.00      | 8,000   |
| 18                        | 9                  | each     | Type "S" Inlet (Single Wing)  | 4,500.00   | 40,500  |
| 19                        | 5                  | each     | Type "S" Inlet (Double Wing)  | 4,800.00   | 24,000  |
| 20                        | 1                  | each     | Concrete Junction Box   | 3,500.00   | 3,500   |
| 21                        | 4                  | each     | 18" Precast Headwall  | 800.00     | 3,200   |
| 22                        | 7                  | each     | 30" Precast Headwall  | 1,500.00   | 10,500  |
| 23                        | 400                | c.y.i.p. | Trench Foundation (if required)   | 25.00      | 10,000  |
| 24                        | 500                | l.f.     | 6" Underdrain (As Directed by the Owner's Representative)   | 10.00      | 5,000   |

EX 2-8

| Item No.  | Estimated Quantity | Unit     | Description   | Unit Price         | Total            |
|---|--------------------|----------|---|--------------------|------------------|
| 25  | 100                | ton      | Permanent Class 2 Riprap (Includes Bedding No. 57 Stone and Filter Fabric)  | 35.00              | 3,500            |
| 26  | 100                | ton      | Permanent Class 3 Riprap (Includes Bedding No. 57 Stone and Filter Fabric)  | 40.00              | 4,000            |
| 27  | 150                | s.y.     | Grout (To be used in Riprap Ditches as Directed by the Engineer)  | 35.00              | 5,250            |
| 28  | 3                  | each     | Tie to Existing Storm Sewer Structure   | 1,000.00           | 3,000            |
| <b>EROSION CONTROL</b>                            |                    |          |   |                    |                  |
| 29  | 1                  | l.s.     | Site Erosion Control Management and Maintenance (Includes Water Sampling if Required)   | 10,000.00          | 10,000           |
| 30  | 500                | l.f.     | Sediment Control Log (12" Diameter)   | 4.00               | 2,000            |
| 31  | 12,000             | l.f.     | Erosion Control Silt Fence, Type "A" Installation   | 4.00               | 48,000           |
| 32  | 250                | each     | Hay Bales   | 10.00              | 2,500            |
| 33  | 6                  | acre     | Permanent Seeding and Mulching  | 2,500.00           | 15,000           |
| 34  | 50                 | ton      | Temporary Class 2 Riprap (Berms, checks, etc.)  | 28.00              | 1,400            |
| 35  | 300                | ton      | Temporary Class 3 Riprap (Berms, checks, etc.)  | 30.00              | 9,000            |
| 36  | 1                  | each     | Temporary Sediment Trap   | 10,000.00          | 10,000           |
| <b>TRAFFIC CONTROL</b>                            |                    |          |   |                    |                  |
| 37  | 1                  | l.s.     | Traffic Control (To Include Drums, Cones, Portable Signs, Barricades, and Construction Signs)   | 20,000.00          | 20,000           |
| 38  | 1                  | each     | Permanent Barricade   | 3,500.00           | 3,500            |
| <b>UTILITY RELOCATIONS</b>                        |                    |          |   |                    |                  |
| 39  | 3                  | each     | Methane Gas, Water, and Power Relocation  | 35,000.00          | 105,000          |
| 40  | 1                  | l.s.     | Coker Water Main Relocation   | 25,000.00          | 25,000           |
| 41  | 1                  | l.s.     | Telephone Cable Relocation  | 15,000.00          | 15,000           |
|   |                    |          |   | <b>SUBTOTAL \$</b> | <b>1,659,000</b> |
| <b>ADD ALTERNATE (ATHLETIC FIELD ACCESS ROAD)</b> |                    |          |   |                    |                  |
| A1  | 1,800              | c.y.i.p. | Strip and Stockpile Topsoil   | 4.00               | 7,200            |
| A2  | 6,000              | c.y.i.p. | Unclassified Excavation   | 6.00               | 36,000           |
| A3  | 5,000              | s.y.     | Topsoil Replacement from Stockpile (Minimum 4" Thick)   | 1.00               | 5,000            |
| A4  | 4,000              | s.y.     | Prime Coat, ALDOT Section 401   | 1.00               | 4,000            |
| A5  | 4,000              | s.y.     | Crushed Aggregate Base Course ALDOT Section 825, Type "B" (6 1/2" Compacted Thickness)  | 7.50               | 30,000           |
| A6  | 4,000              | s.y.     | Improved Bituminous Concrete Wearing Upper Layer ALDOT 429-B, 1" Maximum Aggregate Size Mix, ESAL Range "B" (1" Compacted Thickness) w/ Tack Coat | 4.50               | 18,000           |
| A7  | 4,000              | s.y.     | Improved Bituminous Concrete Wearing Lower Layer ALDOT 429-B, 3/4" Maximum Aggregate Size Mix, ESAL Range "B" (1 1/2" Compacted Thickness)        | 7.00               | 28,000           |
| A8  | 4,700              | s.y.     | Roadbed Processing  | 1.00               | 4,700            |
| A9  | 2,000              | l.f.     | 2' Combination Curb and Gutter  | 15.00              | 30,000           |
| A10   | 1                  | l.s.     | Permanent Striping and Signing  | 3,000.00           | 3,000            |

EX 2-8

| Item No.   | Estimated Quantity | Unit | Description   | Unit Price | Total            |
|--|--------------------|------|---|------------|------------------|
| <b>STORM SEWER SYSTEM</b>  |                    |      |   |            |                  |
| A11  | 416                | l.f. | 18" RCP Class 3 Storm Sewer Pipe  | 35.00      | 14,560           |
| A12  | 584                | l.f. | 24" RCP Class 3 Storm Sewer Pipe  | 55.00      | 32,120           |
| A13  | 4                  | each | Type "S" Inlet (Double Wing)  | 4,800.00   | 19,200           |
| A14  | 4                  | each | Grate Inlet   | 4,000.00   | 16,000           |
| A15  | 1                  | each | Tie to Existing Storm Sewer Structure   | 1,000.00   | 1,000            |
| <b>EROSION CONTROL</b>   |                    |      |   |            |                  |
| A16  | 1                  | l.s. | Site Erosion Control Management and Maintenance (Includes Water Sampling if Required) | 2,000.00   | 2,000            |
| A17  | 200                | l.f. | Sediment Control Log (12" Diameter)   | 4.00       | 800              |
| A18  | 2,500              | l.f. | Erosion Control Silt Fence, Type "A" Construction                                     | 4.00       | 10,000           |
| A19  | 40                 | each | Hay Bales   | 10.00      | 400              |
| A20  | 1                  | acre | Permanent Seeding and Mulching  | 2,500.00   | 2,500            |
| <b>SUBTOTAL (ADD ALTERNATE)</b>  |                    |      |   | <b>\$</b>  | <b>264,480</b>   |
| <b>TOTAL CONSTRUCTION COST</b>   |                    |      |   | <b>\$</b>  | <b>1,923,480</b> |
| <b>CONTINGENCY (10%)</b>   |                    |      |   | <b>\$</b>  | <b>192,385</b>   |
| <b>SUBTOTAL</b>  |                    |      |   | <b>\$</b>  | <b>2,115,865</b> |
|  |                    |      |   |            |                  |
| <b>Route Survey and Field Data Gathering for Design</b>  |                    |      |   | 26,400     |                  |
| <b>Engineering Design</b>  |                    |      |   |            |                  |
| -Basic Design (Horizontal and Vertical Alignment, Storm Drainage, Curb & Gutter, Base, and Pave) |                    |      |   |            |                  |
| (6.8% State Building Commission Fee (Group III))   |                    |      |   | 143,900    |                  |
| <b>Construction Phase Services (4 Months)</b>  |                    |      |   |            |                  |
| Construction Observation   |                    |      |   | 58,000     |                  |
| Construction Layout  |                    |      |   | 45,000     |                  |
| <b>Geotechnical Services (TTL, Inc.)</b>   |                    |      |   |            |                  |
| Soil Survey and Materials Report   |                    |      |   | 4,000      |                  |
| Construction Materials Testing   |                    |      |   | 20,000     |                  |
| <b>Construction Management (WAR Construction 4%)</b>   |                    |      |   | 84,635     |                  |
|  |                    |      |   | 381,935    | 381,935          |
| <b>TOTAL PROJECT COST</b>  |                    |      |   | <b>\$</b>  | <b>2,497,800</b> |

1,900,000 North  
2,000,000 + E



**ENGINEERING CONTRACT AGREEMENT**  
**FOR**  
**TUSCALOOSA COUNTY COMMISSION**  
**CULVER ROAD AND BLACK WARRIOR PARKWAY**  
**SANITARY SEWER**

**FEBRUARY 2009**

EX 2-9

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between SENTELL ENGINEERING, INC., (herein called the ENGINEER) and the TUSCALOOSA COUNTY COMMISSION (herein called the LOCAL GOVERNMENT). Agreement concerns design of Sanitary Sewer for Culver Road and Black Warrior Parkway.

### WITNESSETH THAT:

WHEREAS, the LOCAL GOVERNMENT desires to engage the ENGINEER to render professional engineering services, hereinafter described in connection with the Tuscaloosa County Commission design of Sanitary Sewer for Culver Road and Black Warrior Parkway, as requested by the LOCAL GOVERNMENT officials.

NOW, THEREFORE, the LOCAL GOVERNMENT and the ENGINEER do mutually agree as follows:

### ARTICLE I - EMPLOYMENT OF ENGINEER

The LOCAL GOVERNMENT agrees to engage the ENGINEER and the ENGINEER hereby agrees to perform professional services in connection with the LOCAL GOVERNMENT'S Sanitary Sewer project for Culver Road and Black Warrior Parkway, hereinafter stated which include normal engineering services incidental thereto.

### ARTICLE II - SCOPE OF SERVICES FOR ENGINEERING SERVICES

#### II.A. Basic Services

The ENGINEER shall provide professional and technical engineering assistance to the LOCAL GOVERNMENT to include, but not necessarily be limited to, the activities described in Exhibit A & B. Project description is included herein as Exhibit A.

#### II.B. Additional Services

If authorized in writing by the LOCAL GOVERNMENT the ENGINEER shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the LOCAL GOVERNMENT and the ENGINEER, and written authorization from the LOCAL GOVERNMENT to proceed, the ENGINEER will provide the additional service.

### ARTICLE III - PERIOD OF SERVICE

ENGINEER'S obligation to provide services as contained in Article II and attachments thereto, will extend for a reasonable period for the design, award of contracts and construction of the Project and required extensions thereto.

Upon notice from the LOCAL GOVERNMENT, ENGINEER shall proceed with the performance of the services called for in the Design Development, so as to deliver Contract Documents and a revised opinion of probable Project Cost for all authorized work on the Project after the authorization to proceed with that phase of services.

After acceptance of the Contract Documents and ENGINEER'S most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall

proceed with performance of the services called for in the Bidding or Negotiating Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts, if the Project involves more than one prime contract. Construction observation is a part of this agreement.

The ENGINEER will be guaranteed access to enter upon public and private property to perform his services.

#### ARTICLE IV - GENERAL PROVISIONS

a. Personnel: The ENGINEER warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

b. Office Space: The ENGINEER agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the LOCAL GOVERNMENT.

c. Information and Materials: The LOCAL GOVERNMENT agrees to make available to the ENGINEER any maps, documents, and planning materials or any other information in its possession or otherwise readily available, at no expense to the ENGINEER. The LOCAL GOVERNMENT shall furnish special data as required to complete the Project and not covered under Exhibit A.

#### ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the LOCAL GOVERNMENT agrees to pay the ENGINEER for that portion of the fee attributable to the services rendered (as described in Article II of this Agreement). Such reimbursements shall be payable monthly upon presentation of written statements certifying such amounts as are due and payable.

The total amount of compensation for engineering services is based upon the following schedule:

|  |                   |
|--|-------------------|
| Schematic Design Phase                                     | \$23,050.20       |
| Design Development Phase &<br>Construction Documents Phase | \$86,438.25       |
| Surveying  | \$11,000.00       |
| Bidding or Negotiation Phase                               | <u>\$5,762.55</u> |
| Total Engineering Fees                                     | \$126,251.00      |

ARTICLE VI - TERMS AND CONDITIONS (WHERE APPLICABLE)

a. Termination of Contract for Cause/Breach of Contract: If through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this Contract, the LOCAL GOVERNMENT shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the ENGINEER under this Contract shall, at the option of the LOCAL GOVERNMENT become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the LOCAL GOVERNMENT for damages sustained by the LOCAL GOVERNMENT by virtue of any breach of the Contract by the ENGINEER, and the LOCAL GOVERNMENT may withhold any payments to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the LOCAL GOVERNMENT from the ENGINEER is determined.

b. Termination for convenience of the LOCAL GOVERNMENT: The LOCAL GOVERNMENT may terminate this Contract at any time by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the LOCAL GOVERNMENT, become its property.

If the Contract is terminated by the LOCAL GOVERNMENT as provided herein, the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The ENGINEER shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the ENGINEER during the Contract period which are directly attributable to the uncompleted portion of the

services covered by this Contract. If this Contract is terminated due to the fault of the ENGINEER, the above clause relative to termination shall apply.

c. Changes: The LOCAL GOVERNMENT may, from time to time, request changes of the ENGINEER in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the ENGINEER'S compensation, which is mutually agreed upon by and between the LOCAL GOVERNMENT and the ENGINEER, shall be incorporated in written Amendments to this Contract. The Contract may be extended under mutually agreed provisions, through a written Amendment to this document.

d. Assignability: The ENGINEER shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the LOCAL GOVERNMENT: provided, however, that claims for money by the ENGINEER from the LOCAL GOVERNMENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the LOCAL GOVERNMENT.

e. Reports and Information: The ENGINEER, at such times and in such forms as the LOCAL GOVERNMENT may require, shall furnish to the LOCAL GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

f. Findings Confidential: All of the reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Contract are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL GOVERNMENT.

g. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the ENGINEER in the United States or in any other country. The LOCAL GOVERNMENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

h. Compliance with Local Laws: The ENGINEER shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the Local Government(s).

i. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the LOCAL GOVERNMENT may deem necessary, the ENGINEER shall make available to the LOCAL GOVERNMENT for examination all of its records with respect to matters covered by this Contract and will permit the LOCAL GOVERNMENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The ENGINEER shall retain all books, documents, papers, and records which are directly pertinent to this Contract for a period of three (3) years following completion of the contracted works and expiration of the Contract, unless written permission to destroy them is granted by the LOCAL GOVERNMENT.

j. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no

person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

k. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

l. Interest of Members of The Local Government and Other Local Public Officials: No officer, member or employee of the LOCAL GOVERNMENT and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The ENGINEER shall take appropriate steps to assure compliance.

m. Interest of the ENGINEER: The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The ENGINEER further covenants that in the performance of this Contract, no person having any such interest shall be employed.

n. Officials Not To Benefit: No members of or delegate to the Congress of the United States of America, and no Resident commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

o. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to contracts \$2,500 or greater):

1. The ENGINEER Will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ENGINEER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The ENGINEER agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ENGINEER'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

4. The ENGINEER will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be

binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

p. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

q. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Economic and Community Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The ENGINEER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The ENGINEER shall include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The ENGINEER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

r. Section 3 Plan Format (For Contracts of \$10,000 and greater):

ENGINEER agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the LOCAL GOVERNMENT.

1. To ascertain from the locality's grant program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the locality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.

7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the ENGINEER, we, upon execution of this Contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

s. Section 402 Veterans of the Vietnam Era (if \$10,000 or over):

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era -

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veteran of the Vietnam era without



discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing therein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring local (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam era hired; (3) the number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this Clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, The District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill

pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does *not* apply to a *particular* opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, *administrative*, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the *Government cannot* reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service system" means the local office of the Federal State national system of public employment offices with assigned responsibility for serving the areas where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Contractor proposed to fill from within his own organization" means employment openings for which no consideration will be given to person outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of Secretary of Labor issued pursuant to the Act.

10. In the event Of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by their Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract compliance

Programs may direct to enforce such provision, including action for non-compliance.

In addition to the foregoing requirements, all nonexempt Contractors and subcontractors shall furnish to the Owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-5) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requirement that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

14. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention -

A. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of inspections and certifications required under Section 3.14 (f) thereof.

B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

#### ARTICLE VII - RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The LOCAL GOVERNMENT'S approval of drawings, designs, specifications,

reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of his work. Neither the LOCAL GOVERNMENT'S review, approval, or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the LOCAL GOVERNMENT, caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the LOCAL GOVERNMENT, LOCAL GOVERNMENT furnished data or any third party. The ENGINEER shall not be responsible for any time delays in the project caused by circumstances beyond the ENGINEER'S control.

ARTICLE VIII - SUBCONTRACTS

Any subcontracts and outside associates or consultants required by the ENGINEER in connection with services under this Agreement, will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the LOCAL GOVERNMENT specifically authorizes in writing during the performance of this Agreement. The LOCAL GOVERNMENT must give prior approval for all substitution in, or additions to, such subcontractors, associates, or consultants.

The ENGINEER may not subcontract services to subcontractors or consultants without the LOCAL GOVERNMENT'S prior written consent.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT and the ENGINEER have executed this Agreement as of the date first above written.

DONE AND EXECUTED in Tuscaloosa, Alabama.

TUSCALOOSA COUNTY COMMISSION

SENTELL ENGINEERING, INC.

By: Hardy McCollum, Chairman

By: Suzanne H. Sentell, Secretary-Treasurer

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

2/18/09  
\_\_\_\_\_  
Date

Tuscaloosa County Commission  
714 Greensboro Ave.  
Tuscaloosa, AL 335401  
(205) 349-3870

Sentell Engineering, Inc.  
P.O. Box 1246  
Tuscaloosa, AL 35403  
(205) 752-5564

EX 2-9

## EXHIBIT A: PROJECT DESCRIPTION

The Project covered under this agreement shall be described as follows:

The proposed project includes design for Sanitary Sewer for Culver Black Warrior Parkway, including the following: clearing and grubbing, seeding and fertilizer, concrete driveway repair, RCP, end concrete treatment, PVC sewer, PVC connecting sewer, wearing surface, manholes, PVC wyes, stone backfill, connecting to existing manholes, stone driveways, PVC low pressure liner, pump grinders, air release valves, highway bores with steel casing, air testing and pulling mandrel, storm water permit fees and septic tank close out.

## EXHIBIT B: CONSIDERATIONS - GENERAL

- A. The work to be performed by the Engineer shall not include core drilling or other sub-surface investigations, or the inspection and testing of materials or equipment at the point of manufacture. These services are customarily performed by drilling contractors and commercial testing laboratories, at the Owner's or supplier's expense, under the direction of the Engineer.
- B. In performing the work and services described herein, the Engineer will endeavor at all times to provide the Owner with an adequate economical, and technically sound project that will meet all public requirements, including those of the State and Federal authorities. The engineering work will be in strict conformity with the best modern engineering practices. The Engineer will start each phase of the work immediately upon notice from the Owner and complete it as rapidly as sound planning and economic design permit.
- C. It is understood that, throughout all the phases of this project and without additional compensation, the Engineer will attend all necessary conferences, and prepare all necessary documents and reports.

### Standard of Care

- a. While performing services under any agreement, SENTELL 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.
- b. Client agrees that SENTELL 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) associates with this Project.
- c. Except for the express promise set forth in subparagraph a., above, regarding SENTELL's standard of care, SENTELL neither makes, nor offers, nor shall SENTELL be liable to Client for any express or implied warranties with respect to the performance of SENTELL's services. Estimates of cost, approvals, recommendations, opinions, and decisions by SENTELL are made on the basis of SENTELL's experience, qualifications, and professional judgment and are not guaranteed. SENTELL 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.**
- d. SENTELL agrees to reperform and correct at its expense any work or services performed by SENTELL which fails to conform to the standard of care that SENTELL has accepted pursuant to subparagraph a., above.
- e. In no event shall SENTELL and SENTELL'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 SENTELL's performance or failure to perform services pursuant to any agreement.

Limitation of Liability - ENGINEER'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 shall be agreed by OWNER to be paid to the ENGINEER. An additional liability amount of \$ \_\_\_\_\_ is requested by the OWNER.

EX 2-9



**TUSCALOOSA COUNTY COMMISSION**  
**WATER SYSTEMS EXPANSIONS**  
**YELLOW CREEK ROAD AREA EXPANSIONS**  
**(Turner Road and Barger Road/Highway 69)**

Preliminary Cost Estimates

Revised 1/14/2009

| Project Name                                | No. of Potential Customers | Water System       | Total Project Costs | Water System Contribution | Tuscaloosa Co. Contribution | Design thru Bid Phase Services * |
|---|----------------------------|--------------------|---------------------|---------------------------|-----------------------------|----------------------------------|
| Turner Road                                 | 28                         | City of Tuscaloosa | \$1,432,300         | \$400,000                 | \$1,032,300                 | \$111,500                        |
| Barger Road / Highway 69                    | 66                         | CCWA               | \$1,353,000         | \$250,000                 | \$1,103,000                 | \$138,300                        |
| <b>Tuscaloosa County Total Contribution</b> |                            |                    |                     |                           | <b>\$2,135,300</b>          |                                  |

\* Includes Preliminary Engineering, Design Services, Easement Surveys and Negotiations and Permitting

2/1/10





# CARROLL'S CREEK WATER AUTHORITY BARGER ROAD/HIGHWAY 69 EXPANSION

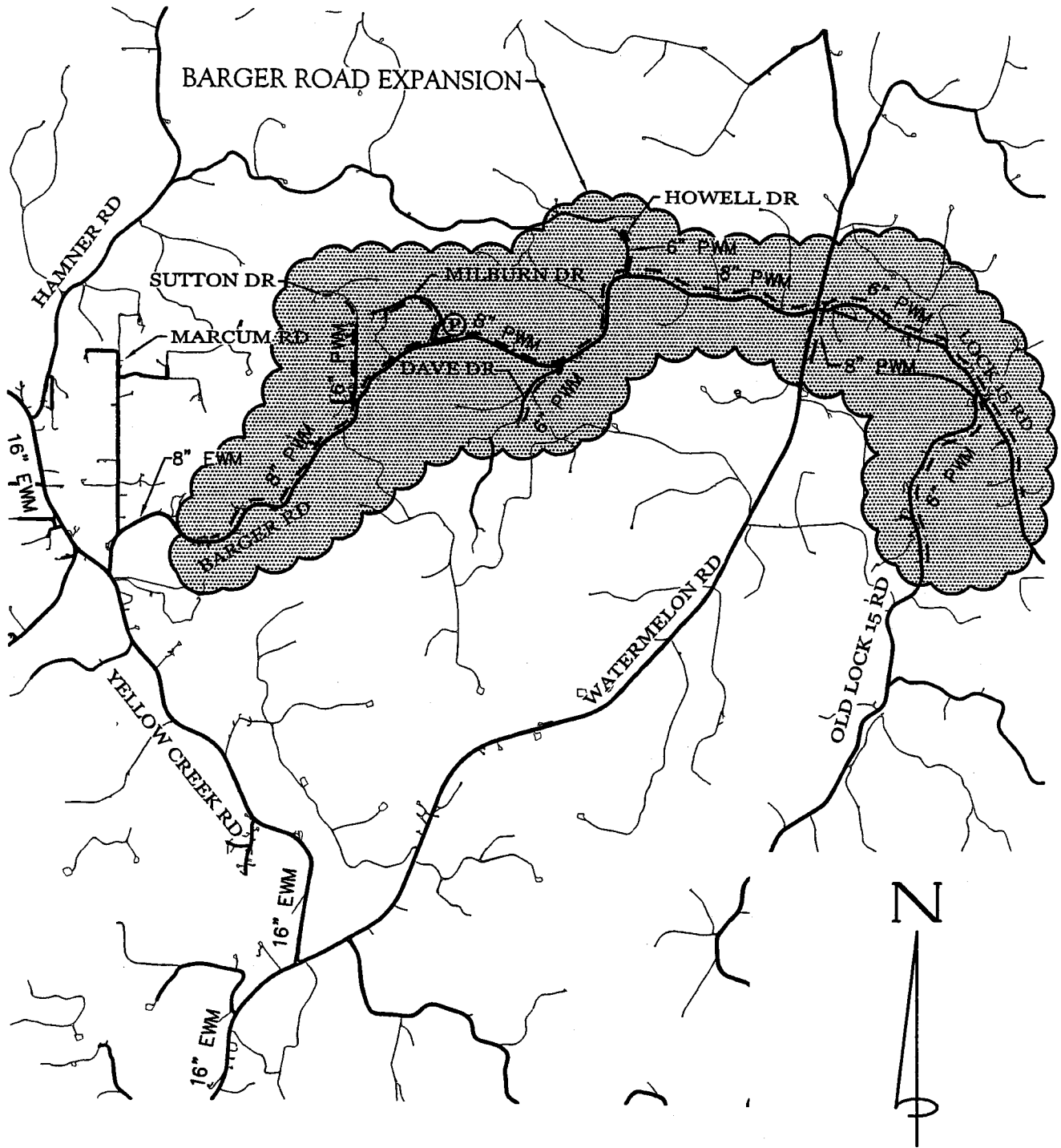
## Preliminary Cost Estimate

Revised 1/14/2009

| Item No.   | Estimated Quantity | Unit | Description  | Unit Price | Total               |
|--|--------------------|------|--|------------|---------------------|
| 1  | 16,500             | l.f. | 8" PVC Cl. 200 Water Main                                      | 12.00      | 198,000             |
| 2  | 160                | l.f. | 8" D.I. Cl. 350 Water Main Restrained Joint for Creek Crossing | 45.00      | 7,200               |
| 3  | 25,200             | l.f. | 6" PVC Cl. 200 Water Main                                      | 9.00       | 226,800             |
| 4  | 2,700              | l.f. | 3/4" Type "K" Copper Service Tubing                            | 10.50      | 28,350              |
| 5  | 1                  | each | 6" x 6" Tapping Sleeve and Valve with Valve Box                | 2,700.00   | 2,700               |
| 6  | 5                  | each | 8" Gate Valve and Valve Box                                    | 1,200.00   | 6,000               |
| 7  | 8                  | each | 6" Gate Valve and Valve Box                                    | 950.00     | 7,600               |
| 8  | 2                  | each | Main Connection  | 2,200.00   | 4,400               |
| 9  | 14                 | each | Fire Hydrant Assembly  | 2,800.00   | 39,200              |
| 10   | 66                 | each | 5/8" x 3/4" Domestic Service with Meter and Meter Box          | 700.00     | 46,200              |
| 11   | 66                 | each | Pressure Reducing Valve for Domestic Service                   | 125.00     | 8,250               |
| 12   | 1                  | l.s. | 150 GPM Variable Frequency Drive Booster Station               | 225,000.00 | 225,000             |
| 13   | 8                  | each | Flush Assembly   | 500.00     | 4,000               |
| 14   | 7                  | each | County Road Crossing (No Casing)                               | 3,500.00   | 24,500              |
| 15   | 7                  | each | Sub-Surface Crossing Set-Up                                    | 2,000.00   | 14,000              |
| 16   | 11                 | each | End Line Restraint   | 1,250.00   | 13,750              |
| 17   | 4,000              | l.f. | Silt Fence (Type A)  | 4.00       | 16,000              |
| 18   | 250                | each | Hay Bales  | 7.00       | 1,750               |
| 19   | 5,000              | l.f. | Rock Excavation in Trench                                      | 21.00      | 105,000             |
| 20   | 500                | c.y. | Trench Foundation Material                                     | 25.00      | 12,500              |
| 21   | 300                | tons | Rip Rap  | 35.00      | 10,500              |
| 22   | 21                 | acre | Temporary Grassing and Erosion Control                         | 1,300.00   | 27,300              |
| 23   | 2                  | each | Project Signs  | 2,000.00   | 4,000               |
| 24   | 1                  | l.s. | Traffic Control  | 6,000.00   | 6,000               |
| 25   | 1                  | l.s. | Storm Water Permitting and Monitoring                          | 6,800.00   | 6,800               |
| Sub-Total  |                    |      |  |            | \$ 1,045,800        |
| Contingency 10%  |                    |      |  |            | 104,500             |
| <b>TOTAL CONSTRUCTION COST</b>                                   |                    |      |  |            | <b>\$ 1,150,300</b> |
|  |                    |      |  |            |                     |
| Preliminary Engineering  |                    |      |  |            | 11,400              |
| Engineering Design Services                                      |                    |      |  |            | 91,900              |
| Easements, Surveys, and Negotiations                             |                    |      |  |            | 25,000              |
| Services During Construction                                     |                    |      |  |            | 58,400              |
| Construction Testing   |                    |      |  |            | 6,000               |
| Permitting, Licensing and Studies (ALDOT, ADEM, etc.)            |                    |      |  |            | 7,500               |
| Coordination with City of Tuscaloosa for Release of Service Area |                    |      |  |            | 2,500               |
| <b>TOTAL ESTIMATED PROJECT COST</b>                              |                    |      |  |            | <b>\$ 1,353,000</b> |

\* Estimated Cost Per Customer (66) = \$20,500

EX 2-10



**McGiffert**  
and Associates, LLC  
— SINCE 1948 —  
CIVIL ENGINEERS

2814 STILLMAN BLVD. • P.O. BOX 20559  
TUSCALOOSA, ALABAMA 35402-0559  
WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

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**CARROLL'S CREEK WATER AUTHORITY**  
**BARGER ROAD EXPANSION**  
TUSCALOOSA COUNTY ALABAMA

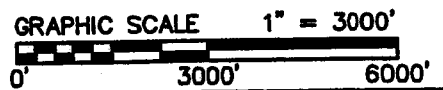
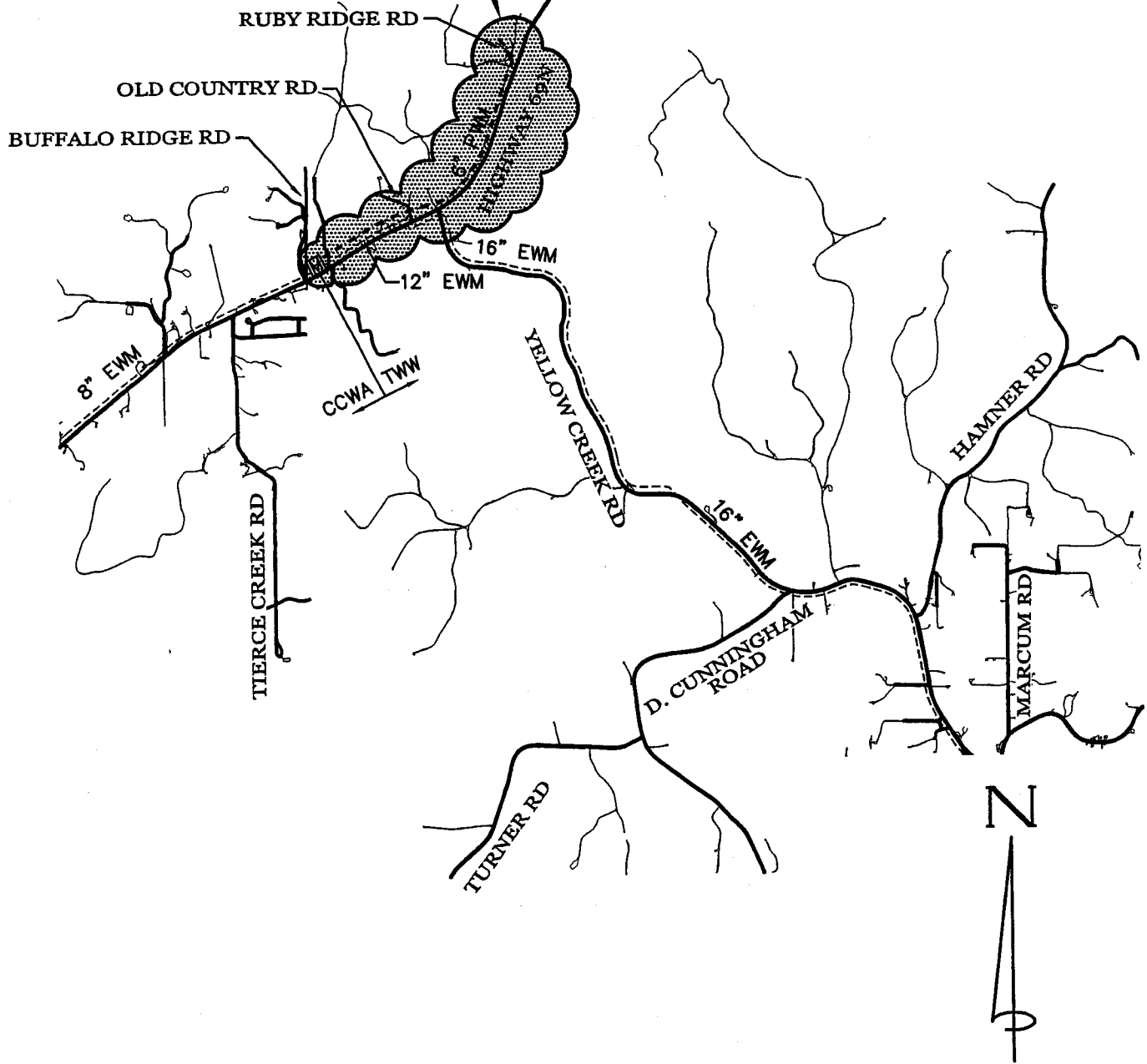
**VICINITY MAP**

| DATE    | DESCRIPTION       | BY  |
|---------|-------------------|-----|
| 1/14/09 | GENERAL REVISIONS | DDM |

|                        |
|------------------------|
| SCALE: 1"=3000'        |
| JOB No. 02-3076        |
| FB. PG.                |
| DATE OF SURVEY:        |
| DRAWN ON: JUNE 6, 2007 |
| DRAWN BY: D H P        |
| FILE NAME: BARGER-VMAP |
| SHEET No. 1 of 1       |
| CHECKED BY: DAH        |
| DWG. No. 346-07        |

EX 2-10

HIGHWAY 69 NORTH EXPANSION



2814 STILLMAN BLVD. • P.O. BOX 20559  
TUSCALOOSA, ALABAMA 35402-0559

WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

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**CARROLL'S CREEK WATER AUTHORITY**  
**HIGHWAY 69 NORTH EXPANSION**  
TUSCALOOSA COUNTY ALABAMA

**VICINITY MAP**

| REVISION |                   |     |
|----------|-------------------|-----|
| DATE     | DESCRIPTION       | BY  |
| 1/14/09  | GENERAL REVISIONS | DDM |

|                           |
|---------------------------|
| SCALE: 1"=3000'           |
| JOB No. 05-3013           |
| FB. PG.                   |
| DATE OF SURVEY:           |
| DRAWN ON: AUGUST 23, 2007 |
| DRAWN BY: D D M           |
| FILE NAME: HWY69N-VMAP    |
| SHEET No. 1 of 1          |
| CHECKED BY: DAW           |
| DWG. No. 528-07           |

EX 2-10