

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

MONDAY, AUGUST 12, 2013, 7:00 P.M.

1. Proclamation: August 2013 proclaimed "Firefighter Appreciation Month".
2. Approval of the minutes of the July 22, 2013 regular meeting of the City Council.
3. Consideration: Resolution accepting the professional services proposal submitted by Arrington Engineering for surveying services along Shades Creek Parkway in connection with the Phase 5B sidewalk construction project.
4. Consideration: Resolution recommending to the Alcohol Beverage Control Board the issuance of a 140 – Special Events Retail license to Wilco Hospitality, LLC (trade name Crestline Rocks) for the September 7, 2013 fundraising event to benefit Pre-school Partners to be held on Church Street between Dexter Avenue and Hoyt Lane..
5. Consideration: Resolution authorizing a \$75,000 transfer of funds from the General Fund to the Capital Projects fund (417) and a \$320,000 transfer to the City of Mountain Brook Retiree Medical (Sec. 115) Trust.
6. Consideration: Resolution setting a public hearing for August 26, 2013 to consider an ordinance amending the Lane Parke project development plan previously approved upon the adoption of Ordinance No. 1871 adopted on May 21, 2012 and subsequently amended by Ordinance No. 1885 adopted on February 25, 2013.
7. Consideration: Resolution authoring the execution of a Brasfield & Gorrie change-order with respect to the municipal complex construction project.
8. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Sain Associates for field surveying, right-of-way maps, tract sketches and deeds, roadway plans and related work with respect to the Phase 9 sidewalk construction project being administered by the Alabama Department of Transportation, Project no. CMAQ-PE12().
9. Announcement: The next regular meeting of the City Council is August 26, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Other business.
11. Comments from residents.
12. Adjourn.

PROCLAMATION

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens; and

WHEREAS, in addition to their daily service to communities firefighters throughout the state and across the nation have joined the Muscular Dystrophy Association for the past sixty years in the fight against neuromuscular diseases; and

WHEREAS, Mountain Brook firefighters have partnered with the Muscular Dystrophy Association each year through the "Fill the Boot" campaign for MDA; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful to the city of Mountain Brook for their support and dedication; and

WHEREAS, funds collected by the city of Mountain Brook firefighters assist MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families; and

WHEREAS, in honor of the efforts of the Mountain Brook firefighters, the Muscular Dystrophy Association is sponsoring Mountain Brook Firefighter Appreciation Month; and

WHEREAS, it is appropriate for all Mountain Brook citizens to join the Muscular Dystrophy Association in this tribute to our firefighters.

NOW, THEREFORE, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim August 2013 as

"Mountain Brook Firefighter Appreciation Month"

and commend the Mountain Brook firefighters for their efforts on behalf of the Muscular Dystrophy Association.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed this 12th day of August, in the year of our Lord 2013, and of the Independence of the United States of America, the 237th.

Lawrence T. Oden, Mayor

2013-109



Muscular Dystrophy Association
700 Century Park South #225 Birmingham, AL 35226
Phone: 205-823-8191 Fax: 205-823-1057
email: 475.office@mdausa.org

July 2, 2013

Dear Mayor Oden:

I am writing to request your assistance in recognizing the outstanding efforts of the Mountain Brook Fire Department on behalf of the Muscular Dystrophy Association. Each year, the Mountain Brook Fire Department is on board with MDA as we continue in the battle against neuromuscular disease through the "Fill the Boot" program.

Funds raised through the "Fill the Boot" program enable MDA to pay for muscle biopsies and flu shots, send children to summer camp, organize support group sessions and follow-up clinic visits, and help with the maintenance and repairs of wheelchairs and communication devices. In addition, MDA is able to continue funding valuable research for the treatment and cures of over 40 neuromuscular diseases.

To show our appreciation to the firefighters in the Mountain Brook community, the local chapter of the Muscular Dystrophy Association is sponsoring the month of August as "Firefighter Appreciation Month." I am requesting that the city of Mountain Brook proclaims the month of August as "Mountain Brook Firefighter Appreciation Month." These courageous men and women will be recognized not only for their service to our communities, but also for their dedication to area children and adults who are affected by a neuromuscular disease.

I have included a sample proclamation. We would appreciate you presenting this at your next Council meeting.

Thank you in advance for your sincere consideration of this request and for the continuous support of the city of Mountain Brook and you to the Muscular Dystrophy Association. Please feel free to contact the MDA office at (205) 823-8191 if you have any questions and if you are able to fulfill this request.

Sincerely,

Katherine Howell
Fundraising Coordinator

Whereas, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens; and

Whereas, in addition to their daily service to communities fire fighters throughout the state and across the nation have joined the Muscular Dystrophy Association for the past sixty years in the fight against neuromuscular diseases; and

Whereas, Mountain Brook fire fighters have partnered with the Muscular Dystrophy Association each year through the "Fill the Boot" campaign for MDA; and

Whereas, the Muscular Dystrophy Association is extremely grateful to the city of Mountain Brook for their support and dedication; and

Whereas, funds collected by the city of Mountain Brook fire fighters assist MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families; and

Whereas, in honor of the efforts of the Mountain Brook fire fighters, the Muscular Dystrophy Association is sponsoring Mountain Brook Fire Fighter Appreciation Month; and

Whereas, it is appropriate for all Mountain Brook citizens to join the Muscular Dystrophy Association in this tribute to our fire fighters.

Now, therefore be it resolved that the Mayor and Mountain Brook City Council Members do hereby proclaim July 2012

Mountain Brook Fire Fighter Appreciation Month

And commend the Mountain Brook fire fighters for their efforts on behalf of the Muscular Dystrophy Association.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 22, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 22nd day of July, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Update on Brown property on Montclair Road – Whit Colvin.

The property located on Montclair Road has been acquired by Charles Kessler who intends to develop the property in accordance with the previously approved RID development plan with one exception—he wants to divide the lots (as opposed to staying with the condominium plan previously approved). The City of Birmingham has also challenged the City's annexation bringing into question just how many lots are in the City of Mountain Brook.

The members of the City Council expressed general agreement that they would like to see the property developed rather than continue in its present state although they do want to see the boundary issue resolved. This matter will likely go before the Planning Commission in September 2013. The City Attorney will keep the members of the City Council updated with any new developments.

2. Fountain update (Appendix 1).

The members of the City Council expressed general consensus with the City proceeding with a Brasfield & Gorrie change order for the fountain construction. The member of the building committee will schedule a meeting with the benefactor to review the final design plan and confirm his pledge. A change order will be submitted for formal approval at a later date (after the meeting with the benefactor).

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JULY 22, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 22nd day of July, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

The City Council President stated that a quorum was present and that the meeting was open for the transaction of business.

1. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scout John Freeman of Troop 320 along with several other follow Boy Scouts all in attendance for their Citizenship in Community merit badge.

2. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the July 8, 2013 meeting of the City Council.

2013-103	Reappoint Sally Legg to the Village Design Review Committee, to serve without compensation, her term to end August 23, 2016.	Exhibit 1
2013-104	Reappoint William J. Hereford to the Board of Zoning Adjustment, to serve without compensation, his term to end August 9, 2016.	Exhibit 2
2013-105	Reappoint Chris Mitchell to the Board of Zoning Adjustment, to serve without compensation, his term to end September 13, 2016.	Exhibit 3
2013-106	Authorize the execution of an Employee Assistance Program Service Agreement between the City and American Behavioral EAP, LLC.	Exhibit 4, Appendix 1
2013-107	STPTE-TE(918)S1 (Memory Lane) Phase 7A Supplement No. 1.	Appendix 2
2013-108	Authorize the execution of a cable franchise agreement between the City and Bright House Networks, LLC.	Exhibit 5, Appendix 3

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2013-103 through 2013-108) are adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next regular meeting of the City Council will be Monday, August 12, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

4. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving real estate negotiations. The motion was seconded by Council President Pro Tempore Carter. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. President Smith also announced that the City Council meeting will adjourn upon conclusion of the executive session.

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2013-103

B E I T R E S O L V E D by the City Council of the City of Mountain Brook, Alabama, that Sally Legg is hereby reappointed to the Village Design Review Committee, to serve without compensation, her term to end August 23, 2016.

RESOLUTION NO. 2013-110

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Arrington Engineering, in the form attached hereto as Exhibit A, with respect to surveying services along Shades Creek Parkway with respect to the Phase 5B sidewalk construction project.

BE IT FURHTER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 12th day of August, 2013.

Council President

APPROVED: This 12th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 12, 2013, as same appears in the minutes of record of said meeting.

City Clerk



Office: 205-985-9315
Fax: 205-985-9385
2032 Valleydale Rd. Suite C
Birmingham, AL. 35244
www.arringtonengineering.com

July 22, 2013

Mr. Dave Giddons
Nimrod Long and Associates Inc,
2213 Morris Ave,
Birmingham, AL. 35203

Re: **Surveying Services at Shades Creek Parkway**

Dear Dave:

We appreciate this opportunity to provide surveying services. Our proposal for the above referenced project is as follows:

Scope of Work

Provide a Tract Sketch and legal description in accordance with the ALDOT format for the required 3 easements (2, permanent and 1 temporary) at the Lutheran Church and the Old Southern Living Building.

Fees: Items \$2,000.00

Schedule The Easement exhibits will be delivered within 1 week after Notice to Proceed.

If this proposal, and the attached terms and conditions, are acceptable, your signature will serve as our mutual agreement. We appreciate the opportunity to provide this proposal. We thank you for your consideration and look forward to working with you. If you have any questions concerning the scope of services or need additional information, please feel free to give us a call.

Approved and Accepted by:

By: _____ Date_____

Sincerely,

Dave Arrington
Vice President

**ARRINGTON ENGINEERING & LAND SURVEYING, INC.
TERMS AND CONDITIONS**

I. HOURLY RATE SCHEDULE

Professional Engineer P.E.	\$150.00
Professional Land Surveyor, P.L.S.	\$135.00
Engineer Intern E.I.	\$ 75.00
CADD Technician	\$ 65.00
Survey Crew Conventional	\$135.00
Survey Crew GPS	\$180.00
Secretarial Services	\$ 35.00
Additional Copies	Cost

II. BASIS AND CONDITION OF PAYMENTS

- A. **BILLING CYCLE.** ARRINGTON ENGINEERING will bill the client on a monthly basis on projects with duration of 30 days or more.
- B. **TIME OF PAYMENT.** The CLIENT shall pay ARRINGTON ENGINEERING within thirty (30) calendar days after receipt of the associated invoice.
- C. **OTHER PROVISIONS CONCERNING PAYMENT.**
1. If the client fails to make any payment due ARRINGTON ENGINEERING for services and expenses within thirty (30) calendar days after receipt of ARRINGTON ENGINEERING invoice, the amounts shall include a charge at the rate of one and one-half percent (1.5%) per month and in addition, ARRINGTON ENGINEERING may, after giving seven days notice to the CLIENT, suspend services under this Agreement until ARRINGTON ENGINEERING has been paid in full all amounts due ARRINGTON ENGINEERING for services and expenses.
 2. Should it be necessary to collect this account through an attorney, the CLIENT agrees to pay all costs of collection, including all reasonable attorney's fees and fees for trials or appeals. In the event of termination upon completion of any task of the Basic Services, progress payments due to ARRINGTON ENGINEERING for services rendered through completion of such task shall constitute total payment for such services. In the event of termination during any task of the Basic Services, ARRINGTON ENGINEERING will be paid for services rendered on that task as if the services on said uncompleted task were Additional Services through the date of termination.

3. ARRINGTON ENGINEERING shall be paid in full for all services rendered under this Agreement, including any additional services authorized by Client in excess of those stated in this Agreement.
4. The CLIENT'S obligation to pay under this Agreement is in no way dependent upon the CLIENT'S ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or the financial viability of the project.

III. STANDARD PROVISIONS

- A. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the CLIENT and ARRINGTON ENGINEERING the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of ARRINGTON ENGINEERING and its sub consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability to ARRINGTON ENGINEERING and its sub consultants to all those named shall not exceed the total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- B. **NOTIFICATION OF DEFECTS.** In order to mitigate losses from any claimed deficiency in the service(s) rendered by ARRINGTON ENGINEERING notification must be promptly given of such claimed deficiencies.
- C. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the CLIENT upon at least seven (7) days written notice to ARRINGTON ENGINEERING, in the event that the Project is permanently abandoned.
- D. **MISCELLANEOUS PROVISION.**
 1. This agreement shall be governed by the laws of the State of Alabama.
 2. This Agreement represents the entire integrated agreement between the CLIENT and ARRINGTON ENGINEERING and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and ARRINGTON ENGINEERING.
 3. Annual rate adjustments may be made.

IV. DOCUMENTATION AND WORK PRODUCTS

- A. OWNERSHIP OF WORK PRODUCTS. All original reports, sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from ARRINGTON ENGINEERING services under this Agreement are and remain the property of ARRINGTON ENGINEERING as instruments of service.
- B. REUSE OF DOCUMENTS. All documents including drawings and specifications prepared by ARRINGTON ENGINEERING pursuant to this Agreement are instruments or service in respect to the Project. They are not intended for, or represented to be suitable for, reuse by the CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARRINGTON ENGINEERING for the specific purposes intended will be at the CLIENT'S sole risk and without liability or legal exposure to Arrington Engineering. The CLIENT shall indemnify and hold Arrington Engineering harmless from all claims, damages, losses and expenses including all attorney's fees, trials, or appeals arising out of or resulting from any reuse.

Acceptance by Client:

By: _____ Date: _____

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
ARRINGTON ENGINEERING
DATED AUGUST 12, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and Arrington Engineering (“the Contractor”) dated August 12, 2013.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. ***Definitions.*** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. ***Arbitration; Mediation; Alternate Dispute Resolution.*** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. ***Attorney’s Fees; Court Costs; Litigation Expenses.*** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. **Choice of Law; Choice of Venue or Forum.** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. **Construction of Addendum.** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. **Alabama Immigration Law Compliance Contract.** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 12th day of August, 2013.

Arrington Engineering

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2013-111

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Wilco Hospitality, LLC, trade name Crestline Rocks, for the September 7, 2013 fundraising event to benefit Pre-school Partners to be held on Church Street between Dexter Avenue and Hoyt Lane.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 12th day of August, 2013.

Council President

APPROVED: This 12th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on August 12, 2013, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20130722134745721

Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00

Type License: **State:** **County:**

Trade Name: CRESTLINE ROCKS **Filing Fee:** \$50.00

Applicant: WILCO HOSPITALITY LLC **Transfer Fee:**

Location Address: 63 CHRUCH STREET MOUNTIAN BROOK, AL 35213

Mailing Address: 63 CHRUCH STREET MOUNTIAN BROOK, AL 35213

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: LR201105 14041 **Do you sell Draft Beer:** N

Date Incorporated: 07/05/2011 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 07/05/2011 **Alabama State Sales Tax ID:** R007887235

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

Name:	Title:	Date and Place of Birth:	Residence Address:
WILLIAM FRANKLIN HAVER JR 5978074 - AL	MEMBER	06/24/1975 BIRMINGHAM, AL	4436 FREDERICKSBURG DR BIRMINGHAM, AL 35213

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: WILL HAVER
Business Phone: 205-414-9314
Fax:

Home Phone: 205-296-2372
Cell Phone: 205-296-2372
E-mail: FEEDBACK@TACOMAMAONLINE.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20130722134745721

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **JEAN T DRENNEN ESTATE 205-871-2098**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **99999** Display Square Footage:
 Building seating capacity: **99999** Does Licensed premises include a patio area? **YES**
 License Structure: **SHOPPING CENTER** License covers: **OTHER**
 Number of licenses in the vicinity: **6** Nearest: **1.5**
 Nearest school: **2 blocks** Nearest church: **1.5 miles** Nearest residence: **4 blocks**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20130722134745721

Initial each

Signature page

 ra
 ra

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

 ra

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

 ra

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

 /

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

 /

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

 ra

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

 ra

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

 ra

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

 Robert Rosner

Signature of Applicant:

Notary Name (print):

 Valencia Johnson

 Robert Rosner

Notary Signature:

 Valencia Johnson

Commission expires:

 1-1-14

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20130722134745721

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 09/07/2013 Ending Date: 09/07/2013

Special terms and conditions for special event/special retail:

NO TO GO SALES PERMITTED

Other Explanations

License Covers: **OUTDOOR EVENT**

RESOLUTION NO. 2013-112

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the payment from the General Fund of \$320,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City's investment policy.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the transfer from the General Fund of \$75,000 into the Capital Project Fund (428) representing the advance funding of the City's fiscal 2013 (and later) matching contributions for the ongoing sidewalk construction projects.

ADOPTED: This 12th day of August, 2013.

Council President

APPROVED: This 12th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 12, 2013, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2013-113

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and directed to cause to be published not less than twenty-two days prior to the 26th day of August, 2013, by posting in four conspicuous places within the City of Mountain Brook as follows: City Hall, 56 Church Street, Gilchrist Pharmacy, 2805 Cahaba Road, Piggly Wiggly Foodstore 4, 93 Euclid Avenue, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

“ NOTICE OF PUBLIC HEARING

**PROPOSED REZONING
ZONING NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, August 26th, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama, the City Council will hold a public hearing and consider the adoption of an ordinance in words and figures substantially as follows:

"ORDINANCE NO. _____

**AN ORDINANCE TO AMEND LANE PARKE DEVELOPMENT
PLAN PREVIOUSLY APPROVED BY ORDINANCE 1871,
AND AMENDED BY ORDINANCE 1885**

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, as follows:

- 1. Development Standards.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1871 dated May 21, 2012, and amended by Ordinance 1885, dated March 11, 2013, are hereby amended to include the changes set forth in the Amended PUD Application, dated August 1, 2013, which is approved herewith, made a part hereof, and specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the subject property, subject to further modification only as provided for in Article XVI, Chapter 129 of the Mountain Brook City Code.
- 2. Description of Affected Property.** The property that is the subject of the amended rezoning approved by this ordinance is described as follows:

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22

feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

3. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
4. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
5. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: The ____ day of _____, 2013.

Virginia C. Smith, Council President

APPROVED: The ____ day of _____, 2013.

Lawrence T. Oden, Mayor"

At the aforesaid time and place, all persons who desire shall have an opportunity to be heard in relation to the changes proposed by said ordinance. A map of the property, the amended PUD application, including an Amended Development Plan proposed for the property, and other documents, information, and materials filed in conjunction with the application for an amendment to the PUD Zoning, as well as a copy of the foregoing proposed ordinance, are available for public inspection at Mountain Brook City Hall, in the Office of the City Planner, 56 Church Street, Mountain Brook, Alabama, during regular business hours.

For inquiries, please contact Dana Hazen at 802-3821 (hazend@mtnbrook.org).

To view the proposed PUD ordinance for Lane Parke, please go to:
www.mntbrook.org

Departments » Planning » Lane Parke » 2013 Amendment to the Lane Parke PUD

- PUD Plan (August 26, 2013: City Council)
- Letter from Skipper Consulting (July 25, 2013)
- Letter from Walker Parking Consultants (July 31, 2013)

ADOPTED: The 12th day of August, 2013.

Council President

APPROVED: The 12th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting on August 12, 2013, as same appears in the minutes of the record of said meeting.

I further certify that notices of said public hearing were published by posting copies thereof on August 2, 2013, at the following public places.

City Hall, 56 Church Street
Piggly Wiggly Foodstore No. 4, 93 Euclid Ave.
Gilchrist Pharmacy, 2850 Cahaba Road
The Invitation Place, 3150 Overton Road

City Clerk

RESOLUTION NO. 2013-114

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a Brasfield & Gorrie, LLC contract change order with respect to the municipal complex construction project (re: Motion No. 2012-203 adopted on July 13, 2012), to include the following modifications/improvements:

- \$ 11,204.00 Dias data installation
- (\$ 6,601.00) Sewer main allowance (credit)
- \$ 8,801.00 Miscellaneous electrical changes
- \$ 36,655.00 Server room back-up air conditioning units
- \$257,759.00 Fountain

ADOPTED: This 12th day of August, 2013.

Council President

APPROVED: This 12th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 12, 2013, as same appears in the minutes of record of said meeting.

City Clerk

Brasfield & Gorrie, LLC
 Mountain Brook Municipal Complex
 Job Number 13620
 August 6, 2013
 Open Change Orders

OPEN CHANGE ORDER REQUESTS			Status				Comments
Number	Description	Value	Open	Pending	Accepted	Not Wanted	
1	Data Installation at Council Desk	\$ 11,204.00		X			
2	Sewer Main Allowance	\$ (6,601.00)		X			Final Savings on Sewer Main Allowance
3	PR #39 (Items C,D,E,and F)	\$ -				X	\$8,000 Items C, D, E, and F
4	Bushes for Retaining Wall at Pkg Deck Entry	\$ -	X				Suggest 1500 allowance, not designed
5	Requested Misc. Electrical Changes	\$ 8,801		X			
6	Server AC Unit	\$ 36,655		X			
7	Fountain	\$257,759		X			
8	Insulate selected sewer lines in Parking Deck to reduce condensa	tbd	X				

Total of Open Change Order Requests \$ 307,818

RESOLUTION NO. 2013-115

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Phase 9 Project [CMAQ-PE12()]field surveying, right-of-way maps, tract sketches and deeds, roadway plans and related work.

BE IT FURHTER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 12th day of August, 2013.

Council President

APPROVED: This 12th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 12, 2013, as same appears in the minutes of record of said meeting.

City Clerk



ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1020 BANKHEAD HWY. WEST
P.O. Box 2745
BIRMINGHAM, ALABAMA 35202-2745

Telephone: (205) 328-5820 FAX: (205) 254-3199



Robert Bentley
Governor

John R. Cooper
Transportation Director

August 5, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. CMAQ-PE12()
Mountain Brook Sidewalks Phase 9

Dear Mr. Gaston:

Reference is made to your previous letter in which you transmitted an as negotiated man-day and fee proposal from Sain & Associates, Inc., to perform work for the above-referenced project.

Since the City utilized the Department's alternate consultant selection procedure, an audit report was not required. The overhead rate, operating margin and labor rates will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

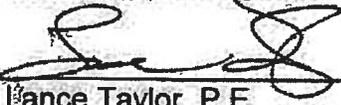
Attached is a copy of the man-day and fee proposal as reviewed by the Department. The fee for the corridor study has been revised from \$9,672 to \$8,074. The fee for field surveys has been revised from \$51,279 to \$45,327. The fee for roadway plans has been revised from \$151,382 to \$143,448. Therefore the maximum fee has been revised from \$212,333 to \$196,849. We feel this fee is just and fair compensation for field surveys, right-of-way map, tract sketches and deeds, roadway plans and related work.

The City may proceed to enter into an agreement with Sain & Associates, Inc., using the aforementioned instructions. Please let me know if you have any questions.

Sincerely,

Brian Davis, P.E.
Third Division Engineer

BCD/LAT/ddr
Attachment

By: 
Lance Taylor, P.E.
Pre-Construction Engineer

cc: Ms. Dannette Ratcliff w/att
Project File w/att.



July 26, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

SUBJECT: Mountain Brook Sidewalks – Phase 9
Project Number: CMAQ-PE12()
Mountain Brook, Alabama – SA #13-0005

Dear Sam:

We appreciate the opportunity to submit this proposal to provide consultant engineering and surveying services to Mountain Brook for the design of sidewalks on Brookwood Road, Crosshill Road, Woodvale Road, and Oakdale Road, and Oakdale Drive. At the City of Mountain Brook's request, the public involvement will be an initial scope item that will be performed prior to releasing the survey and design phases. Sain Associates will prepare the required contract plans in accordance with the Alabama Department of Transportation's (ALDOT) "Plans Preparation Manual" and "Guidelines for Operations". Geotechnical studies and pavement design will be provided by the Alabama Department of Transportation Third Division.

All work performed by Sain Associates will be coordinated with you. The work to be performed for this approximate 1.84 mile section in Jefferson County shall be to prepare plans for sidewalk construction as follows:

GENERAL PROJECT UNDERSTANDING FROM PROJECT SCOPING MEETING WITH ALDOT ON 2/8/13 AND PROJECT DRIVE THROUGH WITH CITY COUNCIL REPRESENTATIVES ON 3/6/13:

- 18 inch curb and gutter and sidewalk will be installed on the eastern side of Brookwood Road from the intersection of Westbury Road to Crosshill Road for a distance of approximately 0.7 miles. The curb and gutter will be installed approximately one to two feet inside the existing edge of pavement to reduce the impacts to the adjoining properties. The existing storm system will have to be modified and upgraded to current ALDOT standards.
- Sidewalk will be installed on the northeast side of Crosshill Road for approximately 0.5 miles from the intersection of Brookwood Road to Spring Valley Road and continued on Spring Valley Road for approximately 0.04 miles to a proposed mid-block crossing at the intersection of Woodvale Road. Active warning devices will be considered at the mid-block crossing during design. Sidewalk width and pavement width adjustments to be determined during design with the intent to minimize the impacts to the property owners as much as possible.
- The sidewalk will be extended from the Spring Valley Road and Woodvale Road intersection on the eastern side of Woodvale Rd for approximately 0.2 miles to the intersection with Oakdale

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6433
www.sain.com

Road. Sidewalk width and pavement width adjustments to be determined during design with the intent to minimize the impacts to the property owners as much as possible.

- The sidewalk route will continue on the southern side of Oakdale Road and western side of Oakdale Drive for a total of approximately 0.4 miles until the project ends at the intersection of Oakdale Drive and Bethune Drive where existing sidewalk is located. The City has requested valley gutter and six inch thick sidewalk be installed along a portion of this section to accommodate parking for events at Mountain Brook High School.
- The sidewalk design will be in accordance to the ALDOT GFO 3-71, Locally Sponsored Federal Aid Sidewalk Projects. If a retaining wall is required, the ALDOT Standard Drawing will be utilized.
- If the existing storm system is modified as a part of this design, a hydraulic analysis will be performed in accordance to the ALDOT Hydraulic Manual or City of Mountain Brook standards, whichever is more stringent. If the existing storm system is not modified (i.e. only sidewalk installation without a modification to the existing gutter), a hydraulic analysis will not be performed on that portion.
- ALDOT will prepare the environmental document if it is programmatic categorical exclusion, but may require the consultant to prepare the document if an environmental document greater than a programmatic categorical exclusion is required. Since the level of document required is unknown at this time, an environmental document is not included as a part of this scope. Once the preliminary layout is complete, Sain will coordinate with ALDOT for determination of the level of document. If one is required, Sain can prepare a supplement to this contract in accordance with the attached terms and conditions.
- The survey will establish a Right-of-Way along the side of the roadway where the sidewalk is proposed. It is expected that the easements will be kept to a minimum, therefore in an effort to minimize unnecessary field work property back corners will not be located and property lines will not be shown on the survey. If easements are required, field work, legal descriptions, and tract sketches can be performed in accordance with the attached terms and conditions. Sain will draw the Right-of-Way survey to ALDOT CAD standards but normal Sain procedures will be used for field work.
- Utility adjustments are expected. They may include, but are not limited to, reset manholes, valves and meters adjustments, and fire hydrant relocations. We will assist in the preparation of the required utility agreements with the applicable utility companies.

I. PUBLIC INVOLVMENT MEETING.....Lump Sum \$8,073.74

- A. Please note this meeting is not an ALDOT requirement but Sain recommends this as a means to document the City's efforts to inform the public of the proposed sidewalks.
- B. This public involvement stage will be held before the survey and design has begun and will be based upon aerial photography, GIS data, and information obtained from site visits.
- C. A preliminary layout of the project will be prepared and potential impacts to the adjacent property owners will be identified on the layout. The City will have an opportunity to review the drawing at a meeting with Sain prior before the public involvement. A large roll map will be used to display the proposed plan at the meeting.
- D. Nimrod Long and Associates will act as a sub-consultant assisting in preparing for the Public Involvement Meeting by reviewing the Sain prepared maps, assisting with concept refinements, and attending the coordination meeting.

- E. We propose to have one (1) public involvement meeting at a location chosen by the City of Mountain Brook. Sain will prepare a flyer and letter for the City to use in advertising for the public meeting. The associated costs of advertising are not included in this proposal.
- F. Sain will attend the meeting to describe the project and answer questions. There will be a comment sheet given to all the residents for their input for the project.
- G. Sain will provide the City of Mountain Brook with a summary of all the comments received at the public involvement meeting.

II. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY.....Lump Sum \$45,327.28

- A. A topographic survey will be prepared for Brookwood Road, Crosshill Road, Spring Valley Road, Woodvale Road, Oakdale Road, and Oakdale Drive for the limits described in the general project understanding. The survey will begin at the edge of pavement on the opposite side of the proposed sidewalk and will extend to 15 feet past the Right-of-Way on the side where the sidewalk is proposed. Contours will be shown at 1-foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. A benchmark will be set every 1500 feet throughout the above described corridor. We will show visible utilities and utilities as marked by utility companies or as shown on maps. We will order a utility locate request to have utilities in public right-of-way marked. Alabama One Call does NOT mark any utilities that are within the limits of private property. It is the responsibility of the City of Mountain Brook to coordinate with a private line locator to have any subsurface utilities within the limits of private property marked. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements inside the survey limits will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Individual trees will be located and in areas of tree clusters tree lines will be located in place of individual trees.
- B. Courthouse research will be performed and front property corners will be located in order to establish the Right-of-Way on the side where the sidewalk is proposed for the described corridor.

III. CONTRACT PLAN ASSEMBLY.....Lump Sum \$143,448.42

Sain Associates will perform the following as applicable in accordance with the English unit of measure:

- A. The development of the plans will follow the procedure as shown in ALDOT'S "*Plans Preparation Manual*" and "*Guidelines for Operation*" where applicable for this type of project.
- B. The project Plan Assembly will include title, quantities, typical sections, drainage sections, plan and profile sheets, cross sections and all other sheets required for receipt of bids for all work including signing and striping, erosion and sediment control and traffic control. Drainage structure information will be placed on the plans according to Chapter 2 of the ALDOT Hydraulic Manual, unless otherwise specified. The contract plans will be completed in detail for all construction in accordance with current design practices of the ALDOT. Basic computations will be made for alignment and for layout of intersections.
- C. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved, completely dimensioned for roadway construction, together with drainage and intersection layouts.

- D. Sain Associates will prepare Hydraulic Designs and supporting calculations according to approved chapters of the ALDOT Hydraulic Manual or City of Mountain Brook design standards whichever is more stringent. Otherwise, in the absence of direction from the ALDOT Hydraulic Manual or City of Mountain Brook, the design will be made in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.
- E. Sain Associates will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the ALDOT, City, and the FHWA.
- F. Drainage Section drawings will be provided for all proposed drains, along the project centerline and within the project work limits. Stream bed data acquired from a field survey should be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- G. Utility Sheets will be a part of the plan assembly and if utility relocations become necessary as the design progresses, Sain Associations will provide the required coordination with utility companies for their use and will assist in preparation of the agreements with the City. If relocation plans will have to be prepared by Sain Associates, that would be covered under a supplemental services agreement in accordance with the attached terms and conditions.
- H. Prepare estimates of quantities and construction cost for the contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available.
- I. Sain Associates will prepare plans using size and weight of pens and other drafting techniques that will facilitate the development of one-half (1/2) scale drawings.
- J. The applicable provisions of the STATE OF ALABAMA HIGHWAY DEPARTMENT Standard Specifications for Highway Construction, Latest Edition, will apply to all work performed by Sain Associates under this agreement and Sain Associates will prepare supplemental specifications and special provisions for any needed items not covered by the STATE OF ALABAMA HIGHWAY DEPARTMENT Standard Specifications for Highway Construction, Latest Edition.
- K. Sain Associates will prepare the Notice of Intent General Permit and Construction Best Management Practices Plan (CBMPP) required for permitting by the Alabama Department of Environmental Management (ADEM). The permit application fee is not included in this lump sum. The City of Mountain Brook will be responsible for the permit application fee.

Nimrod Long and Associates will act as a sub-consultant to Sain Associates to perform the following scope:

- A. Review of the preliminary sidewalk layout and provide input and support from an aesthetic and landscape architecture perspective.
- B. Produce planting design and final landscaping plans including locations, species, sizes, quantities, planting details, and notes that will be incorporated in the full contract plan assembly.

Sain Associates will coordinate the submittals and review with ALDOT. Our understanding of the process includes:

- A. A partial set of preliminary plans will be submitted to ALDOT Materials and Tests for their use in preparation of the materials report.

- B. After a layout is finalized Sain proposes to send those plans to ALDOT and have a short meeting to discuss any comments that shall serve as the 30% review.
- C. A combination Plan in Hand and Plans, Specifications, and Estimates (PS&E) review meeting will be utilized for this project.
- D. The remaining submittals include the Quality Control Final Backcheck, Construction Bureau, and Office Engineer.

IV. EXCLUSIONS

Exclusions to the Scope of Work – Bid package and bid coordination, environmental studies, geotechnical studies, structural design, lighting design, signal design, as-built survey, utility design or relocation, right-of-way map, tract sketches, easement coordination, preparation of right-of-way deeds and legal descriptions, construction staking, on-site inspection, and materials testing during construction are not included in the scope of work. The survey is not be construed as an ALTA/ACSM, Boundary, Construction, or Sewer As-Built Survey. Survey control will not be set to ALDOT standards. The surveyor will make no effort to research, stake, or locate any easements or Right-of-Ways affecting the property as would be referenced in a title commitment. No Iron Pins will be set at missing or calculated property corners.

V. TERMS AND CONDITIONS

See Attached. Please note, permit application fees and advertising costs are not included with this proposal.

Should you have any questions or need clarification, please call. Otherwise, please sign in the space provided below and return the original to our office as written authorization to proceed. We look forward to getting started.

Sincerely,

SAIN ASSOCIATES, INC.



Jim Meads, P.E.
President/CEO
Alabama Reg. #17294

ACCEPTED BY:

City of Mountain Brook

By: _____

Date: _____



Alicia Bailey, P.E.
Project Manager
Alabama Reg. #26339

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal.....	\$150.00 - \$170.00 per Hour
Engineer/Planner	\$90.00 - \$136.50 per Hour
Designer	\$74.00 - \$105.00 per Hour
Surveyor.....	\$88.00 - \$123.00 per Hour
Survey Crew (1-Person)	\$80.00 per Hour
Survey Crew (2-Person).....	\$120.00 - 135.00 per Hour
Survey Crew (3-Person).....	\$160.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person).....	* \$150.00 - \$165.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person).....	* \$190.00 per Hour
Survey Per Diem.....	\$100.00 per Man per Night
Administrative Support.....	\$57.50 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are included within our basic fee.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 – 50.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2013



Nimrod Long
And Associates

L O N G

Land Planners
Landscape Architects
Urban Designers

April 8, 2013
(Revised May 3, 2013)
(Revised July 26, 2013)

Ms. Jennifer Brown
Sain Associates
244 West Valley Avenue
Birmingham, AL 35209

RE Mountain Brook Sidewalks, Phase 9
Proposal for Landscape Architectural Services

Dear Jennifer:

We are pleased to offer this proposal for landscape architectural design services for the federally funded Mountain Brook Sidewalks, Phase 9 project. The scope includes sidewalks along Brookwood Road and various other streets to Oakdale Drive near Mountain Brook High School.

SCOPE OF SERVICES

We will review the sidewalk layout you produce, and provide landscape planting plans that can be incorporated into the final set of drawings. We will assist Sain in preparing for Public Involvement Meeting by reviewing the graphic presentation, assisting in refinements, and attending the meeting.

Our design services will include the following:

1. Review of Sain's preliminary sidewalk layout overlaid on topographic survey;
2. Assist in Public Involvement graphic preparation and attend the meeting;
3. Planting Plan Design including Cost Estimate;
4. Attend Review Comments meetings and produce revisions; and
5. Final Landscape Planting Plans showing locations, species, sizes, quantities and planting details that will be incorporated into the full set of CD's.

COMPENSATION

1. Review Preliminary Sidewalk Layout	\$1,750.00
2. Assistance in Public Involvement	\$595.00
3. Planting Plan Design	\$1,750.00
4. Final Landscape Planting Plans	<u>\$8,500.00</u>
Total	\$12,595.00

Reimbursable expenses such as repro-graphics, plotting, photocopying, mileage, long distance calls, etc. are included in the total above.

ADDITIONAL SERVICES

NLA will perform additional services upon request on an hourly basis.

Our hourly rates are as follows:

President	\$135.00/hour
Principal	\$100.00/hour
Senior Associate	\$ 90.00/hour
Associate	\$ 70.00/hour
Administrative	\$ 70.00/hour

Thank you for considering NLA for the design team. If the terms of this proposal are acceptable, please sign and return the accompanying agreement for services. We look forward to working with you to help make this a great project for Mountain Brook.

Sincerely,

Nimrod Long and Associates, Inc.



David E. Giddens
LEED AP
Principal

Project Number _____
County Jefferson _____
Description _____
Scope of work Sidewalk Layout, Landscape Design _____
Length _____ miles _____

Consultant _____

SITE PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	0.00	0.00	0.00	0.00	0.00
INDEX SHEET	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET	1.00	0.00	0.00	0.50	0.50
PLANS LEGEND	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SITE PLAN					
Landscape	9.00	0.75	6.75	1.00	9.00
Landscape Details	1.00	0.75	0.75	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.50		0.50
Plan-in-Hand Inspection			0.50		0.50
PS&E Inspection			0.50		0.50
Stormwater Permits					
			0.00		0.00
Cost Estimates					
Cost Estimates			0.25		0.00
Design Hearing			0.00		0.00
Public Involvement			1.00		1.00
SUB-TOTAL	11.00		10.25		13.00
10% Supervision			1.03		
TOTALS					
	11.00		10.25		13.00

Project No.	_____
County	Jefferson
Description	_____
Scope of Work	Sidewalk Layout, Landscape Design
Project Length	_____ Miles
Consultant Nimrod Long and Associates, Inc.	

Fee Proposal (Site Plan)

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	1.03	\$ 291.68	\$ 300.43
Engineer	10.25	\$ 175.28	\$ 1,796.62
Engineering Technician	13.00	\$ 150.00	\$ 1,950.00
Clerical	0.00	\$ 150.00	\$ -
Total Direct Labor			\$ 4,047.05
Combined Overhead (%)	177.06		\$ 7,165.71
Out-of-Pocket Expenses**			\$ 199.80
Sub-Total			\$ 11,412.56
Operating Margin (10%)			\$ 1,141.26
Sub-Total			\$ 12,553.82
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 12,553.82
Facilities Capital Cost of Money (% of Direct Labor)	1.01		\$ 40.88
TOTAL FEE			\$ 12,594.70

**See Grand Total Fee sheet

Project No. _____					
County Jefferson					
Description _____					
Scope of Work Sidewalk Layout, Landscape Design					
Project Length _____ Miles					
Consultant _____					
Out-of-pocket Expenses (Roadway Plans)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.565	\$ -	
Project Scoping	4	20	\$0.565	\$ 45.20	
30% Site Visit	1	20	\$0.565	\$ 11.30	
Plan in Hand/PS&E	1	20	\$0.565	\$ 11.30	
Total Mileage Cost				\$ 67.80	
Total Travel Cost				\$ 67.80	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	4	11	44	\$ 3.00	\$ 132.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 132.00
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 199.80
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. CMAQ-PE12()
 County Jefferson
 Description Mountain Brook Sidewalks - Phase 9
 Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
 Project Length 1.84 Miles
 Consultant Sain Associates, Inc

CORRIDOR STUDY

					Engineer	Engineer, Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Corridor Investigation									
A-1	Obtain & Study State Supplied Maps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-2	Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-3	Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-4	Develop General Design Criteria for Each Reasonable Alternate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-5	Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-6	Develop Study Report and Present to State and FHWA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task B: Alternative Upgrading Studies									
B-1	Develop and Study Preliminary Alternate Designs to Determine Feasibility	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B-2	Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B-3	Conduct Environmental Studies/Develop Alternative Matrix	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B-4	Obtain GIS and aerial data for base mapping	0.13	0.50	1.00	0.50	0.00	0.00	0.00	0.00
B-4	Site visit to determine impacts to adjacent properties	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B-4	Prepare layout of proposed sidewalk	1.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00
B-4	Attend pre-meeting with City to review mapping and address their comments	0.12	0.25	0.00	0.00	0.00	0.00	0.00	0.00
B-4	Prepare flyer for City's use in advertising the meeting	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00
B-4	Attend public meeting	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00
B-4	Analyze Comments and prepare summary	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00
B-5	Review Feasible Alternates & Prepare Environmental Assessment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B-6	Prepare Information for and Attend Corridor Hearing / Analyze Comments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task B Totals									
		2.75	4.25	0.50	0.00	0.00	0.00	0.00	0.00
Task C: Engineering Analysis on Selected Alternative									
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task C Totals									
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS									
		2.75	4.25	0.50	0.00	0.00	0.00	0.00	1.00

Project No. CMAQ-PE12()			
County Jefferson			
Description Mountain Brook Sidewalks - Phase 9			
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr			
Project Length 1.84 Miles			
Consultant Sain Associates, Inc			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng. & Env.)	0.33	\$ 307.68	\$ 101.53
Engineer	2.75	\$ 367.48	\$ 1,010.57
Engineering Technician/CADD	4.25	\$ 258.16	\$ 1,097.18
Environmental	0.50	\$ 365.36	\$ 182.68
Environmental Technician	0.00	\$ 222.48	\$ -
Clerical	1.00	\$ 161.52	\$ 161.52
Total Direct Labor			\$ 2,553.48
Combined Overhead (%)	174.25		\$ 4,449.44
Out-of-Pocket Expenses**			\$ 318.51
Sub-Total			\$ 7,321.43
Operating Margin (10%)			\$ 732.14
Sub-Total			\$ 8,053.57
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 8,053.57
Facilities Capital Cost of Money (% of Direct Labor)	0.79		\$ 20.17
TOTAL FEE			\$ 8,073.74

**See Grand Total Fee sheet

Project No. CMAQ-PE12()
County Jefferson
Description Mountain Brook Sidewalks - Phase 9
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length 1.84 Miles

Consultant Sain Associates, Inc

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Site Visit	1	30	\$0.565	\$	16.95
Preliminary Meeting with City	1	12	\$0.565	\$	6.78
Public Meeting	1	12	\$0.565	\$	6.78
	0	0	\$0.565	\$	-
Total Mileage Cost				\$	30.51
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$	-
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$	-
Travel allowance (12 hour trips)	0	0	\$30.00	\$	-
Travel allowance (overnight)***	0	0	\$75.00	\$	-
				\$	-
Total Subsistence Cost				\$	-
Total Travel Cost				\$	30.51
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Color Prints	4	6	24	\$ 12.00	\$ 288.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost				\$	288.00
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses				\$	318.51

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. CMAQ-PE12() County Jefferson Description Mountain Brook Sidewalks - Phase 9 Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr Project Length 1.84 Miles Consultant Sain Associates, Inc				
FIELD SURVEY				
Based on a 3 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	0.50	0.00	0.00
A-2 Contact Property Owners	1.00	0.00	0.00	0.50
A-3 Perform Basic Control Survey	1.00	3.50	0.00	0.00
A-4 Conduct On-site Inspection	1.00	0.00	0.00	0.00
Task A Totals	3.25	4.00	0.00	0.50
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	1.50	0.50	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile				
B-3 Obtain Topographic Data	1.75	8.00	1.00	0.00
Task B Totals	3.25	8.50	1.00	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.50	1.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms				
C-3 Define Drainage Areas/Prepare Schematic Drainage Map				
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points				

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
Task C Totals	0.50	1.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	1.00	1.00	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	1.00	4.50	1.00	0.00
D-4 Obtain Copies of Latest Deeds	1.00	0.00	0.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	1.00	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	1.00	0.00	0.50	0.00
Task D Totals	5.00	5.50	1.50	0.00
TOTALS	12.00	19.00	2.50	0.50

Project No. CMAQ-PE12()			
County Jefferson			
Description Mountain Brook Sidewalks - Phase 9			
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr			
Project Length 1.84 Miles			
Consultant Sain Associates, Inc			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	1.20	\$ 307.68	\$ 369.22
PLS	12.00	\$ 316.96	\$ 3,803.52
Survey Crew (see man-day sheet)	19.00	\$ 527.28	\$ 10,018.32
Engineering Technician/CADD	2.50	\$ 258.16	\$ 645.40
Clerical	0.50	\$ 161.52	\$ 80.76
Total Direct Labor			\$ 14,917.22
Combined Overhead (%)	174.25		\$ 25,993.26
Out-of-Pocket Expenses**			\$ 189.00
Sub-Total			\$ 41,099.48
Operating Margin (10%)			\$ 4,109.95
Sub-Total			\$ 45,209.43
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 45,209.43
Facilities Capital Cost of Money (% of Direct Labor)	0.79		\$ 117.85
TOTAL FEE			\$ 45,327.28

Project No. CMAQ-PE12()
County Jefferson
Description Mountain Brook Sidewalks - Phase 9
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length 1.84 Miles

Consultant Sain Associates, Inc

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.565	\$ -
	0	0	\$0.565	\$ -
	0	0	\$0.565	\$ -
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Bond ROW Map	10	1	10	\$ 2.40	\$ 24.00
Mylar ROW Map	10	1	10	\$ 16.50	\$ 165.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 189.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 189.00
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number CMAQ-PE12()	CPMS # _____
County Jefferson	_____
Description Mountain Brook Sidewalks - Phase 9	_____
Scope of work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr	_____
Length 1.84 miles	_____
Consultant Sain Associates, Inc	

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.50	0.50	0.50	0.50
INDEX SHEET	1.00	0.50	0.50	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	3.00	0.00	0.00	0.25	0.75
PROJECT NOTE SHEET (Project)	1.00	0.50	0.50	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.50	0.50	0.00	0.00
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.00	0.00	0.50	0.50
TYPICAL SECTIONS					
Main Roadway	3.00	0.75	2.25	1.00	3.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	1.00	1.00	1.00	1.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	1.00	1.00	1.50	1.50
Culvert Extension, New Culvert	0.25	0.50	0.13	0.50	0.13
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	0.25	0.06	0.50	0.13
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	0.50	0.13	0.50	0.13
Signing	0.25	0.00	0.00	0.50	0.13
Base & Pavement	0.50	0.50	0.25	0.50	0.25
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.25	0.25	0.06	0.50	0.13
Curb & Gutter	0.75	0.50	0.38	0.50	0.38
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	1.00	0.50	0.50	0.50	0.50
Slope Paving (Ditches)/Ditch Summary	0.25	0.50	0.13	0.50	0.13
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.50	0.25	0.13	0.25	0.13
Misc. Boxes	0.25	0.50	0.13	0.50	0.13

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Erosion Control	0.50	0.75	0.38	1.00	0.50
Removal Items	0.25	1.00	0.25	1.00	0.25
Utility Relocation	0.25	1.00	0.25	0.50	0.13
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Brookwood Road (0.7 miles)	3.00	0.75	2.25	1.00	3.00
Crosshill Road (0.5 miles)	2.00	0.75	1.50	1.00	2.00
Spring Valley Road (0.04 miles)	1.00	0.75	0.75	1.00	1.00
Woodvale Road (0.2 miles)	1.00	0.75	0.75	1.00	1.00
Oakdale Road and Drive (0.4 miles)	2.00	0.75	1.50	1.00	2.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	2.00	1.00	2.00	1.00	2.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	3.00	0.75	2.25	1.00	3.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.50	0.50
Summary & Items	1.00	0.25	0.25	1.00	1.00
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	3.00	0.50	1.50	1.00	3.00
Special Drawings	1.00	0.50	0.50	0.50	0.50
Details	4.00	0.25	1.00	0.25	1.00
SIGNING					
Sign Layout	1.00	0.25	0.25	0.75	0.75
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	9.00	0.10	0.90	0.25	2.25
Utility Coordination	0.00	0.00	3.00	0.00	4.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	10.00	1.00	10.00	0.50	5.00
Hydraulic Data Sheet	1.00	2.00	2.00	0.50	0.50
Details	1.00	1.00	1.00	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.00	0.00	0.50	0.50
Phased Sheets (Phase I)	4.50	0.25	1.13	0.50	2.25
Phased Sheets (Phase II)	4.50	0.25	1.13	0.50	2.25
Phased Sheets (Phase III)	4.50	0.25	1.13	0.50	2.25
CBMPP & NOI	0.00	0.00	4.00	0.00	2.50
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway (50' Cross Sections)	45.00	0.15	6.75	0.25	11.25
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.50	0.50	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
Preliminary Review with City and ALDOT			0.00		2.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			2.00		2.00
Cost Estimates					
Design Hearing			2.00		1.00
			0.00		0.00
SUB-TOTAL					
	125.00		59.32		70.80
10% Supervision			5.93		
TOTALS					
	125.00		59.32		70.80

Project No. CMAQ-PE12()			
County Jefferson			
Description Mountain Brook Sidewalks - Phase 9			
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr			
Project Length 1.84 Miles			
Consultant Sain Associates, Inc			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	5.93	\$ 307.68	\$ 1,824.54
Engineer	59.32	\$ 367.48	\$ 21,798.91
Engineering Technician/CADD	70.80	\$ 258.16	\$ 18,277.73
Clerical	0.00	\$ 161.52	\$ -
	Total Direct Labor		\$ 41,901.18
Combined Overhead (%)	174.25		\$ 73,012.81
Out-of-Pocket Expenses**			\$ 3,170.24
	Sub-Total		\$ 118,084.23
Operating Margin (10%)			\$ 11,808.42
	Sub-Total		\$ 129,892.65
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Nimrod Long and Associates			\$ 12,595.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 629.75
	Sub-Total		\$ 143,117.40
Facilities Capital Cost of Money (% of Direct Labor)	0.79		\$ 331.02
	TOTAL FEE		\$ 143,448.42

**See Grand Total Fee sheet

Project No. <u>CMAQ-PE12()</u>					
County <u>Jefferson</u>					
Description <u>Mountain Brook Sidewalks - Phase 9</u>					
Scope of Work <u>Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr</u>					
Project Length <u>1.84 Miles</u>					
Consultant <u>Sain Associates, Inc</u>					
Out-of-pocket Expenses (Roadway Plans)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Site Visit and Inspection	4	12	\$0.565	\$ 27.12	
Preliminary Review	1	24	\$0.565	\$ 13.56	
Plan in Hand/PS&E Review	1	24	\$0.565	\$ 13.56	
	0	0	\$0.565	\$ -	
Total Mileage Cost				\$ 54.24	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 54.24	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Materials Submittal	8	60	480	\$ 0.60	\$ 288.00
Preliminary Layout Review	3	60	180	\$ 0.60	\$ 108.00
Plan in Hand/PS&E Review	8	85	680	\$ 0.60	\$ 408.00
Quality Control	6	125	750	\$ 0.60	\$ 450.00
Construction Bureau Review	1	125	125	\$ 0.60	\$ 75.00
Office Engineer Submittal	1	125	125	\$ 15.00	\$ 1,875.00
Total Printing/Reproduction Cost					\$ 2,916.00
Communication Cost (telephone, fax, etc.)				Total	
					\$ -
Postage Cost (overnight, stamps, etc.)				Total	
Fed Ex					\$ 200.00
Other (provide description on next line)				Total	
					\$ -
Total Out-of-pocket Expenses					\$ 3,170.24
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



ALABAMA DEPARTMENT OF TRANSPORTATION
 FINANCE AND AUDITS BUREAU
 1409 Coliseum Boulevard
 Montgomery, Alabama 36110



Robert Bentley
 Governor

John R. Cooper
 Transportation Director

July 26, 2012

Mr. Vann Rutledge
 Sain Associates, Inc.
 244 West Valley Avenue, Suite 200
 Birmingham, Alabama 35209

Subject: 2011 CPA's Overhead Audit Workpaper Review
 Audit Report Number: R12-CPAWP-71

Dear Mr. Vann Rutledge,

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rates of Sain Associates, Inc. for the fiscal year ended December 31, 2011 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm of Barfield Murphy Shank & Smith PC, of Birmingham, Alabama. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determinate that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, except for the effect of the deficiencies described below, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rates, and the related Accountant's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Our cognizant review revealed that the CPA failed to post their Adjustment for Unallowable Penalties & Interest to the Payroll Taxes Account. The error caused the Payroll Taxes Account to be overstated by \$1,864.

We recommend acceptance of the following rates for the fiscal year ended December 31, 2011.

<u>Description</u>	<u>Rates</u>
Total General Overhead	174.25%
Facilities Cost of Capital	0.79%

According to 23 CFR 172.7(d), pursuant to 23 U.S.C. 112, ALDOT will provide the results of this overhead rate approval along with any supporting documentation to any other State Department of Transportation or Federal Highway Administration office.

Sincerely Yours,

George Rall

George Rall
 Alabama Department of Transportation
 External Auditor

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Sain Associates, Inc.

Project Number: CMAQ-PE12()

Contract ID#: _____ Supplemental Agreement #: _____

Date of Proposal Preparation (mm/dd/yyyy): 07/26/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011 - 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: 

*Name of Certifying Official (Print): Vann Rutledge

*Title: V.P. Controller

Date of Certification (mm/dd/yyyy): 04/12/2013

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SAIN ASSOCIATES
DATED AUGUST 12, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and Sain Associates (“the Contractor”) dated August 12, 2013.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. ***Definitions.*** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. ***Arbitration; Mediation; Alternate Dispute Resolution.*** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. ***Attorney’s Fees; Court Costs; Litigation Expenses.*** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 12th day of August, 2013.

Sain Associates

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____