

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**NOVEMBER 14, 2016, 7:00 P.M.**

---

1. Consideration: Resolution recognizing Mayor Lawrence T. Oden for his outstanding service to the City.
2. Approval of the minutes of the October 24, 2016 regular meeting of the City Council and Board of Commissioners of the Mountain Brook Emergency Communications District.
3. Approval of the minutes of the November 7, 2016 organizational meeting of the City Council.
4. Consideration: Resolution authorizing the installation of a 150 watt LED street light on an existing pole located between 4040 and 4044 Royal Oak Court.
5. Consideration: Resolution authorizing the execution of an agreement with ETC Institute with respect to the City's resident survey.
6. Consideration: Resolution authorizing the execution of a professional service agreement with Sain Associates with respect to the City's Americans with Disabilities Act (ADA) Transition Plan.
7. Consideration: Resolution recommending the State of Alabama Alcoholic Beverage Control Board the issuance of a 020 – Restaurant Retail Liquor license to CB7 of Mountain Brook, LLC (trade name Charbar No. 7) located at 900 Jemison Lane, Mountain Brook, AL 35223.
8. Consideration: Resolution awarding the bid for the construction of the joint fire and police training facility and authorizing the execution of a contract for same.
9. Consideration: Resolution accepting the professional services agreement with Sain Associates with respect to a feasibility study and related services for the proposed roundabout at the intersection of Cahaba Road/Culver Road/U.S. Highway 280/Lane Park Road and authorize the execution of an agreement for same.
10. Announcement: The next regular meeting of the City Council is November 28, 2016, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
11. Comments from residents.
12. Adjourn.

**RESOLUTION NO. 2016-183**

**EXPRESSION OF GRATITUDE TO LAWRENCE T. ODEN  
FOR HIS DEDICATED SERVICE TO THE CITY OF MOUNTAIN BROOK**

**WHEREAS**, Lawrence Terry Oden served the City of Mountain Brook as Mayor for twenty (20) years, beginning on October 27, 1996 through November 7, 2016; and

**WHEREAS**, Lawrence Terry Oden served thirteen years on the Planning Commission beginning April 2, 1990 through March 3, 2003, and served on the City Council from 1992-1996; and

**WHEREAS**, Lawrence Terry Oden was elected Mayor in 1996 without opposition and was reelected in 2000. In the 2004 election, he faced two opponents garnering over sixty percent of the votes. Elections in 2008 and 2012 were also won without opposition; and

**WHEREAS**, Lawrence Terry Oden was instrumental in the purchase of the old Shades Valley High School property for public use; in the completion of the new municipal complex including City Hall, Fire Station #1 and the police station; and in the transformation of Lane Parke and the opening of the Grand Bohemian hotel. He has overseen the renovation of the commercial villages and many additional miles of sidewalks in the community; and

**WHEREAS**, Lawrence Terry Oden represented the City of Mountain Brook on the Jefferson County Mayor's Association serving as President in 2008, Metropolitan Planning Organization (MPO), the Storm Water Management Authority (SWMA), and numerous years as the Chairman of the Jefferson County Emergency Management Agency. Through his hard work on the EMA, Jefferson County is today recognized as one of the best prepared and professionally run EMAs in Alabama; and

**WHEREAS**, it is the desire of the residents of Mountain Brook to express their appreciation to Lawrence Terry Oden and recognize his outstanding and unparalleled service to our City and his commitment to public service; and

**NOW, THEREFORE**, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Lawrence Terry Oden for his years of dedicated service as the longest serving Mayor of Mountain Brook and wish him well in his future endeavors.

**ADOPTED:** The 14<sup>th</sup> day of November, 2016.

---

Stewart H. Welch, III, Mayor

**APPROVED:** The 14<sup>th</sup> day of November, 2016.

---

Virginia C. Smith, Council President

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
OCTOBER 24, 2016**

---

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 24th day of October, 2016. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorneys Whit Colvin and Tony Davis, City Manager Sam Gaston, and City Clerk Steven Boone.

**1. AGENDA**

1. Crestline Traffic Study (Appendix 1) presentation—Richard Caudle of Skipper Consultants (Ordinance No. 1964 was added to the formal agenda.)

Mr. Caudle suggested that the current configuration of the two-way stop at the intersection of Vine Street and Dexter Avenue be kept in place in light of the strong objections expressed by Dr. Barlow and Crestline Principal King. Mr. Caudle further stated that, in his opinion, the intersection will function safely whether left as a two-way stop or changed to a four-way stop. Council member Carl expressed his support for making the intersection a four-way stop to minimize confusion and improve safety. The general consensus of the members present was to take no further action at this time.

2. Set a 7:30 a.m. time for November 7<sup>th</sup> Organizational Meeting of the 2016-2018 City Council.
3. Review of the matters to be considered at the formal [7 p.m.] meeting.

**2. EXECUTIVE SESSION**

It was moved by Council President Pro Tempore Pritchard that the City Council convenes in executive session to discuss a matter involving threatened litigation. The motion was seconded by Council President Smith. The City Attorney certified that the subject 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  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Council Chamber (A108) of City Hall.

#### 4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on October 24, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

---

City Clerk

**MINUTES OF THE JOINT REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA AND  
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT  
OCTOBER 24, 2016**

---

The City Council of the City of Mountain Brook, Alabama and members of the Board of Commissioners of the Mountain Brook Emergency Communications District (“District”) met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 24th day of October, 2016. The Council President (and Board Chairman) called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (Chairman)  
William S. Pritchard, III, Council President Pro Tempore (Vice-Chairman)  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: None

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

The City Council President (and District Chairman) stated that a quorum was present and that the meeting was open for the transaction of business

**1. JOE ZACK, SPOUSE OF ATTORNEY NAKITA BLOCTON**

Mr. Zack, on behalf of his spouse who is a candidate for Jefferson County Circuit Court Judge, Domestic Relations Division, Place 20, requested the support of the elected officials and members of the audience in the upcoming election.

**2. ATTORNEY LEE CLEVELAND**

Attorney, Lee Cleveland, candidate for election to District Court, Civil Division, Place 5, introduced Himself and requested the support of the elected officials and members of the audience in the upcoming election.

**3. PRESENTATION**

Mayor Oden read aloud and presented the “World Pancreatic Cancer Day” resolution (No. 2016-168, Exhibit 1) to Hannon Davidson and John Gill.

**4. CONSENT AGENDA**

Council President (and District Chairman) 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 October 10, 2016 regular meeting of the City Council and Board of Commissioners of the Mountain Brook Emergency Communications District

|                 |  |           |
|-----------------|--|-----------|
| <b>2016-168</b> | November 17, 2016 proclaimed “World Pancreatic Cancer Day in Mountain Brook” | Exhibit 1 |
|-----------------|--|-----------|

|                            |  |                          |
|----------------------------|--|--------------------------|
| <b>2016-170</b>            | Authorize the execution of an Agreement for Services between the City and Regional Planning Commission of Greater Birmingham with respect to an 80% APPLE-funded Mountain Brook Sidewalks Study      | Exhibit 2,<br>Appendix 1 |
| <b>2016-171</b>            | Declare certain personal property surplus and authorize its sale at public Internet auction  | Exhibit 3                |
| <b>2016-172<br/>Motion</b> | Authorize the execution of an audit engagement letter for the City's annual financial and compliance audit as of and for the year ended September 30, 2016   | Appendix 3               |
| <b>2016-173</b>            | Grant an underground utility easement (W.E. No. A6173-06-B716) to Alabama Power Company with respect to the City's landfill property and proposed storage building                                   | Exhibit 4,<br>Appendix 4 |
| <b>2016-174</b>            | Authorize the execution of an agreement for the city's participation in a law enforcement (white collar crime) task force overseen by the U.S. Secret Service and Jefferson County District Attorney | Exhibit 5,<br>Appendix 5 |

Thereupon, the foregoing minutes, motion, and resolutions were introduced by Council President (and District Chairman) Smith and a motion for their immediate adoption was made by Council (and District) member Shelton. The minutes, motion, and resolutions were then considered by the City Council and Board of Commissioners. Council (and District) member Womack seconded the motion to adopt the foregoing minutes, motion, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (Chairman)  
William S. Pritchard, III, Council President Pro Tempore (Vice-Chairman)  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President (and Chairman) Smith thereupon declared that said minutes, motion (No. 2016-172), and resolution (Nos. 2016-168, 170 through 171 and 2016-173 through 174) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

**5. CONSIDERATION OR A RESOLUTION (NO. 2016-169) AUTHORIZING THE INSTALLATION OF TWO STREET LIGHTS ON EXISTING POLES LOCATED AT 4004 ROYAL OAK COURT AND 4028 ROYAL OAK CIRCLE (EXHIBIT 6, APPENDX 6)**

The resolution was introduced in writing by Council President Smith who then invited comments from those in attendance who may be opposed to the proposed street lights.

Mr. Barry Jones of 4017 Royal Oak Court:

- Expressed his opposition to the installation of the street lights as both will illuminate his property and bedroom unnecessarily
- Expressed his belief that everyone should take responsibility for their own security by way of security systems, motion-activated lighting, pathway lighting, locking their vehicles, etc.
- Understands that a recent automobile theft involving an unlocked car with keys inside along with other break-ins of unlocked vehicles prompted the request in the interest of improving security
- Urged the Council not to install the street lights

Susan Russell of 4032 Royal Oak Circle:

- Initiated the request for the two street lights in response to the theft and break-ins described by Mr. Jones
- Contacted almost everyone living along the two streets that may be affected and received overwhelming support for the street lights
- Does not wish to upset the Jones' but requested that the street lights be installed to better illuminate the dark streets

There being no further comments or questions, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion to adopt the resolution upon the condition that the lights be shielded to the extent possible to minimize the illumination of the property located at 4017 Royal Oak Court. The resolution was then considered by the City Council. Council member Carl seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said and resolution (No. 2016-169) is adopted by a vote of 5—0 and as evidence thereof she signed the same.

**6. CONSIDERATION OF AN ORDINANCE (NO. 1963) AMENDING SECTIONS 54-1(b) AND (g) OF THE MOUNTAIN BROOK MUNICIPAL CODE, "WATER SERVICE EMERGENCY" (EXHIBIT 7, APPENDIX 7)**

The ordinance was introduced in writing by Council President Smith who then invited comments or questions. There being no comments or questions from the audience, Council President Smith called for a motion. Council member Womack made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard and was carried, as follows:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Shelton then moved for the adoption of said ordinance. The motion was seconded by Council member Carl. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1963) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**7. ANNOUNCEMENT OF MAYOR'S RECENT DECLARATION OF A WATER SERVICE EMERGENCY (APPENDIX 8)**

On October 19, 2016 the Mayor issued a declaration of water service emergency (No. 2016-175) pursuant to the Birmingham Water Works Board's (BWVB) declaration of a Stage 3 Drought Warning. Under the Stage 3 Drought Warning, BWVB will impose surcharges for water customers violating the mandatory restrictions. For more information, visit the City's website.

**8. ANNOUNCEMENT REGARDING THE NEXT [ORGANIZATIONAL] MEETING OF THE CITY COUNCIL**

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, November 7, 2016 at 7:30 a.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](http://www.mtnbrook.org)) for more information.

**9. JUDGE WILLIAM A. "TONY" BELL, JR. CANDIDATE FOR DISTRICT JUDGE PLACE 4**

Attorney and municipal judge Bell, candidate for election to District Court, Place 4, introduced Himself and requested the support of the elected officials and members of the audience in the upcoming election.

**10. CONSIDERATION OF AN ORDINANCE (NO. 1964) MODIFY THE EXISTING ONE-WAY OPERATION OF VINE STREET BETWEEN DEXTER AVENUE AND THE WESTERN EDGE OF THE BOARD OF EDUCATION PARKING LOT AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF (ONE-WAY WEEKDAYS BETWEEN THE HOURS OF 7:30 A.M. TO 8:00 A.M. AND 2:30 P.M. TO 3:30 P.M.) (EXHIBIT 8, APPENDIX 9)**

The ordinance was introduced in writing by Council President Smith who then invited comments or questions. There being no comments or questions from the audience, Council President Smith called for a motion. Council member Womack made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard and was carried, as follows:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Shelton then moved for the adoption of said ordinance. The motion was seconded by Council member Carl. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President

William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1963) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

#### **11. OTHER ANNOUNCEMENTS AND PRESENTATIONS**

Council President Smith announced that tonight is the last official meeting of Mayor Oden and Council member Carl. She then presented Mayor Oden with a token gift of appreciation from the department supervisors and elected officials of the City.

Mayor Oden presented a hand-crafted, engraved gavel to Council President Smith in recognition of her being the longest serving President of the Mountain Brook City Council.

Mr. Gaston invited Mayor Oden to return to the November 14 meeting of the City Council for a more formal ceremony in recognition of his 20 years of service as Mayor and more than 24 years of public service to the City. Mr. Gaston also invited Council member Carl to return to the November 28th meeting of the City Council to be recognized for this eight years of service to the City.

Alabama Representative David Faulkner read aloud and presented a resolution (HR 4) commending Mayor Oden's outstanding public service including the U. S. military, Secret Service, and local government.

Mayor Oden then invited Mayor-elect Stewart Welch forward and presented him with a "Mayor" dashboard placard (i.e., parking pass) and a Mayoral badge presented to him by former mayor Margaret Porter who in turn received the badge from former mayor Bill Matthews.

Former Council member Jesse Vogtle expressed his appreciation to both Mayor Oden and Council member Carl for their service to the City.

#### **12. ADJOURNMENT**

There being no further business to come before the City Council President (and District Chairman) Smith adjourned the meeting.

#### **13. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on October 24, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

\_\_\_\_\_  
City Clerk

**MINUTES OF THE ORGANIZATIONAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
NOVEMBER 7, 2016**

The City Council of the City of Mountain Brook, Alabama, met in special public session to conduct its organizational meeting as required by the laws of the State of Alabama in the City Hall Council Chambers (Room A108) of the City of Mountain Brook on Monday, the 7th day of November 2016, at 7:30 a.m.

The meeting was called to order by the City Manager and the roll was called with the following results:

Present: Philip E. Black  
William S. ("Billy") Pritchard III  
Virginia C. Smith  
Alice B. Womack  
Stewart H. Welch III

Absent: Lloyd C. Shelton

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

**1. INTRODUCTION OF JUDGE TURNER WILLIAMS**

The City Manager introduced Mountain Brook Municipal Court Judge Turner Williams who will administer the oaths of office.

**2. INAUGURATION OF THREE CITY COUNCIL MEMBERS**

Judge Williams administered the oath of office (Appendices 1 through 3) to Mayor Welch and Council members Smith and Black who then assumed their duties as elected officials of the City of Mountain Brook.

**3. ELECTION OF THE CITY COUNCIL PRESIDENT**

Mr. Gaston then invited a nomination from the City Council for Council President. Council member Womack nominated Council member Virginia C. Smith for Council President. Council member Pritchard seconded the nomination. A vote was conducted with the following results:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Virginia C. Smith  
Alice B. Womack

Nays: None

The meeting was then turned over to Council President Smith who declared that the motion carried by a vote of 4-0.

#### 4. ELECTION OF CITY COUNCIL PRESIDENT PRO TEMPORE

Council President Smith then called for a nomination regarding the appointment of the Council President Pro Tempore. Council President Smith nominated Council member William S. ("Billy") Pritchard, III for Council President Pro Tempore of the Council. The nomination was seconded by Council member Black. Council President Smith then called for a vote with the following results:

Ayes: Virginia C. Smith, Council President  
Philip E. Black  
William S. ("Billy") Pritchard III  
Alice B. Womack

Nays: None

Council President Smith declared that Council member William S. ("Billy") Pritchard III has been appointed to be Council President Pro Tempore by a vote of 4—0.

#### 5. 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:

- |                            |  |                  |
|----------------------------|--|------------------|
| <b>2016-176<br/>Motion</b> | Adopt the rules of order and procedure to be followed by the governing body  | <b>Exhibit 1</b> |
| <b>2016-177</b>            | Appoint the City Attorney(s) (Bishop, Colvin, Johnson & Kent and Starnes, Davis & Florie, LLP)   | <b>Exhibit 2</b> |
| <b>2016-178<br/>Motion</b> | Appoint Council representatives as follows:<br>Planning Commission (voting member) - Philip E. Black<br>Board of Zoning Adjustment (liaison) - Virginia C. Smith<br>Parks and Recreation Board (liaison) - Virginia C. Smith<br>Emmet O'Neal Library Board (liaison) - Lloyd C. Shelton<br>Board of Education (liaison) - William S. Pritchard III<br>Finance Committee (voting member) - Lloyd C. Shelton<br>Villages Design Review Committee (liaison) - Alice B. Womack<br>Editorial Board - Virginia C. Smith<br>Tree Commission (liaison) - Virginia C. Smith<br>Chamber of Commerce (liaison) - Alice B. Womack<br>Parking Committee - Philip E. Black<br>Municipal judges - Stewart H. Welch III<br>Public safety departments - Stewart H. Welch III<br>All In Committee (voting member) - William S. Pritchard III |                  |
| <b>2016-179<br/>Motion</b> | Appoint the members of the Mountain Brook City Council as the Board of Commissioners of the Mountain Brook Emergency Communication District and nomination of the President of the City Council as Chairman of the Emergency Communication District Board  |                  |
| <b>2016-180</b>            | Authorize the execution of signature authorizations adding the Mayor as a signatory on the City's various banking accounts.  | <b>Exhibit 3</b> |

Thereupon, the foregoing motions and resolutions were introduced by Council President Smith and a motion for their immediate adoption was made by Council President Pro Tempore Pritchard. The motion and resolutions were then considered by the City Council. Council member Womack seconded the motion to

adopt the foregoing motions and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motions (No. 2016-176 and 2016-178) and resolution (Nos. 2016-179 and 2016-180) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

**6. CONSIDERATION: ORDINANCE (NO. 1965) APPOINTING THE CITY MANAGER (EXHIBIT 4)**

Council President Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Prichard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared the motion carried.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Prichard then moved for the adoption of said ordinance. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared that the ordinance (No. 1965) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**7. CONSIDERATION: ORDINANCE (NO. 1966) APPOINTING THE CITY CLERK (EXHIBIT 5)**

Council President Smith introduced the ordinance in writing. It was then moved by Council member Womack that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black and was unanimously carried, as follows:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Prichard then moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared that the ordinance (No. 1966) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**8. CONSIDERATION: ORDINANCE (NO. 1967) APPOINTING THE CITY TREASURER (EXHIBIT 6)**

Council President Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Prichard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council member Womack then moved for the adoption of said ordinance. The motion was seconded by Council President Pro Tempore Prichard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared that the ordinance (No. 1967) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**9. CONSIDERATION: ORDINANCE (NO. 1968) APPOINTING THE ASSISTANT CITY TREASURER (EXHIBIT 7)**

Council President Smith introduced the ordinance in writing. It was then moved by Council member Black that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack and was unanimously carried, as follows:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard, III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council member Black then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President  
William S. ("Billy") Pritchard, III, Pro Tempore  
Philip E. Black  
Alice B. Womack

Nays: None

The President of the Council declared that the ordinance (No. 1968) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**10. INAUGURATION OF THE AFOREMENTIONED OFFICERS**

Judge Williams then administered the oaths of office (Appendices 7 through 7) to Sam Gaston, Steven Boone, William F. Angell and John H. ("Jack") Martin respectively, who then assumed their respective duties as officers of the City of Mountain Brook.

**11. ANNOUNCEMENT**

Mayor Welch announced that he has appointed Mike Mouron to the Planning Commission to fill the seat vacated by [newly elected Council member] Philip E. Black (who in turn takes over the Council liaison [voting] seat vacated by Jack D. Carl), [each] to serve without compensation through November 7, 2022 (2016-181).

**12. DECLARATION OF WATER SERVICE EMERGENCY (2016-182)**

Council President Smith announced that on November 4, 2016 Mayor Oden upgraded his declaration of a water service emergency pursuant to the decision by the Birmingham Water Works Board to implement its Stage 4 "Extreme Drought Emergency" provisions of its Drought Management Plan. For more information, please refer to the City's website ([www.mtnbrook.org](http://www.mtnbrook.org)).

**13. ANNOUNCEMENT: THE NEXT MEETING OF THE CITY COUNCIL**

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, November 14, 2014 at 7:00 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](http://www.mtnbrook.org)) for more information.

#### 14. ADJOURNMENT

There being no further business to come before the City Council at this time, Council President Smith adjourned the meeting.

#### 15. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on November 7, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

---

Steven Boone, City Clerk

---

### EXHIBIT 1

#### MOTION NO. 2016-176

#### DIVISION 2. - RULES OF ORDER AND PROCEDURE

##### Sec. 2-56. - Meetings.

(a) *Rules of procedure.* Meetings of the city council shall be conducted in accordance with the applicable statutes of the state, as implemented by the rules of procedure contained in this article.

(b) *Time and place of regular meetings; special meetings.* Meetings of the council shall be held at the city hall or such other places within the city limits as the council may determine.

(1) Regular meetings shall be at such times as determined by the council.

(2) Written or oral notice of the time of any special meeting of the council as authorized by Code of Ala. 1975, § 11-43-5 shall, unless such meeting is announced at a regular meeting of council, be given to the city manager and to each councilmember at least 12 hours in advance of the meeting. The failure of any of them to receive such notice shall not invalidate an action taken at such meetings if:

a. Such person is present at the meeting or, either before or after the meeting, waives notice thereof; or

b. Such action is ratified at a subsequent meeting of the council.

The business that may be transacted at a special meeting shall not be limited to the item indicated in the notice. To the extent practicable, notice of a special meeting shall also be given to the mayor and the clerk, but the failure of either or both of them to receive such notice shall not impair the validity and efficacy of the business transacted at the meeting.

(c) *Attendance and participation of mayor, city manager and other city officials; addressing council.*

(1) The mayor and the city manager shall have the privilege of participating in the council's discussions and deliberations, but the right to make motions and to vote is limited to councilmembers.

(2) Persons other than the councilmembers, mayor and city manager shall be allowed to address the council while in session only with the permission of and under the conditions and limitations prescribed by the council president. Any such person shall, when first recognized, state his name, address and, if applicable, the person or group represented; he shall identify himself again by name each subsequent time he is recognized.

(3) Meetings shall be attended by the city clerk, the city attorney and such other officers, agents or employees of the city as the council may from time to time determine.

(d) *Order of business.* The order of business shall be as directed by the council president; however, any councilmember may make additions to the agenda.

**RESOLUTION NO. 2016-184**

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

1. That Alabama Power Company be requested to install one (1) 150 W MH [LED] Cut-off Cobra on an existing pole on between the properties located at 4040 and 4044 Royal Oak Court.
2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

**ADOPTED:** This 14th day of November, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 14th day of November, 2016.

\_\_\_\_\_  
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 meeting held on November 14, 2016, as same appears in the minutes or record of said meeting.

\_\_\_\_\_  
City Clerk

Street Lighting Modifications



Alabama Power Company \_\_\_\_\_, Alabama  
 \_\_\_\_\_, Alabama

Gentlemen:

This to advise that CITY  Council  
 Commission of the City of Mountain Brook, Alabama

on the 14th day of November 2016, adopted resolutions which appear in the minutes of

this meeting, authorizing the following street lighting modifications:

| Fixture Ownership               |        |                                      |        | Size Lamp<br>(Lumens) | Location  |
|---------------------------------|--------|--------------------------------------|--------|-----------------------|---|
| Number of Fixtures Owned by Co. |        | Number of Fixtures Owned by Customer |        |                       |   |
| Install                         | Remove | Install                              | Remove |                       |   |
| X                               |        |                                      |        | 150W LED              | On existing pole located between homes with addresses 4040 and 4044 Royal Oak Court |
|                                 |        |                                      |        |                       |   |
|                                 |        |                                      |        |                       |   |
|                                 |        |                                      |        |                       |   |
|                                 |        |                                      |        |                       |   |
|                                 |        |                                      |        |                       |   |
|                                 |        |                                      |        |                       |   |

The requested modifications will change the present billing amounts as shown below:

- (a) Additions \_\_\_\_\_ \$ \_\_\_\_\_
- (b) Removals \_\_\_\_\_ \$ \_\_\_\_\_
- (c) Other \_\_\_\_\_ \$ \_\_\_\_\_
- (d) Net Change in Annual Billing \$ \_\_\_\_\_
- (e) Previous Annual Billing \$ \_\_\_\_\_
- (f) New Annual Billing \$ \_\_\_\_\_
- (g) New Monthly Billing \$ \_\_\_\_\_

|                              |   |
|------------------------------|---|
| <b>For Company Use Only:</b> |   |
| W. E. Number                 | <input type="checkbox"/> W. E. Not required |
| SN Code Number               | Date  |

Alabama Power Company

Approved: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Stewart Welch III, Mayor

Title: Mayor

PAAS-11288 Rev. 1/16

44-11200

EXHIBIT A





CITY OF MOUNTAIN BROOK

P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.3825  
Facsimile: 205.874.0611  
www.mtnbrook.org

---

November 15, 2016

Ms. Debbie Therrell  
Alabama Power Co.  
600 North 18<sup>th</sup> Street  
3S-1635  
Birmingham, AL 35203

Dear Ms. Therrell:

Enclosed please find the following Street Lighting Modification form:

Resolution No. 2016-184 authorizing the installation of one (1) 150W MW [LED] Cut-off Cobra street light on an existing pole between the properties located at 4040 and 4044 Royal Oak Court

Please coordinate with Ronnie Vaughn at 205/802-3865 or [vaughnr@mtnbrook.org](mailto:vaughnr@mtnbrook.org) regarding any questions regarding the shielding instructions described in the order.

Sincerely,

Steven Boone  
Director of Finance

Enclosure



## CITY OF MOUNTAIN BROOK

56 Church Street  
P.O. Box 130009  
Mountain Brook, Alabama 35213  
Telephone: 205.802.3803  
Fax: 205.870.3577  
gastons@mtnbrook.org

---

SAM S. GASTON  
CITY MANAGER

November 3, 2016

Dear Resident,

The City of Mountain Brook has received a request to place a 150 watt LED street light on an existing utility pole between 4040-4044 Royal Oak Court. (See attached map). The flood light currently on this utility pole would be removed.

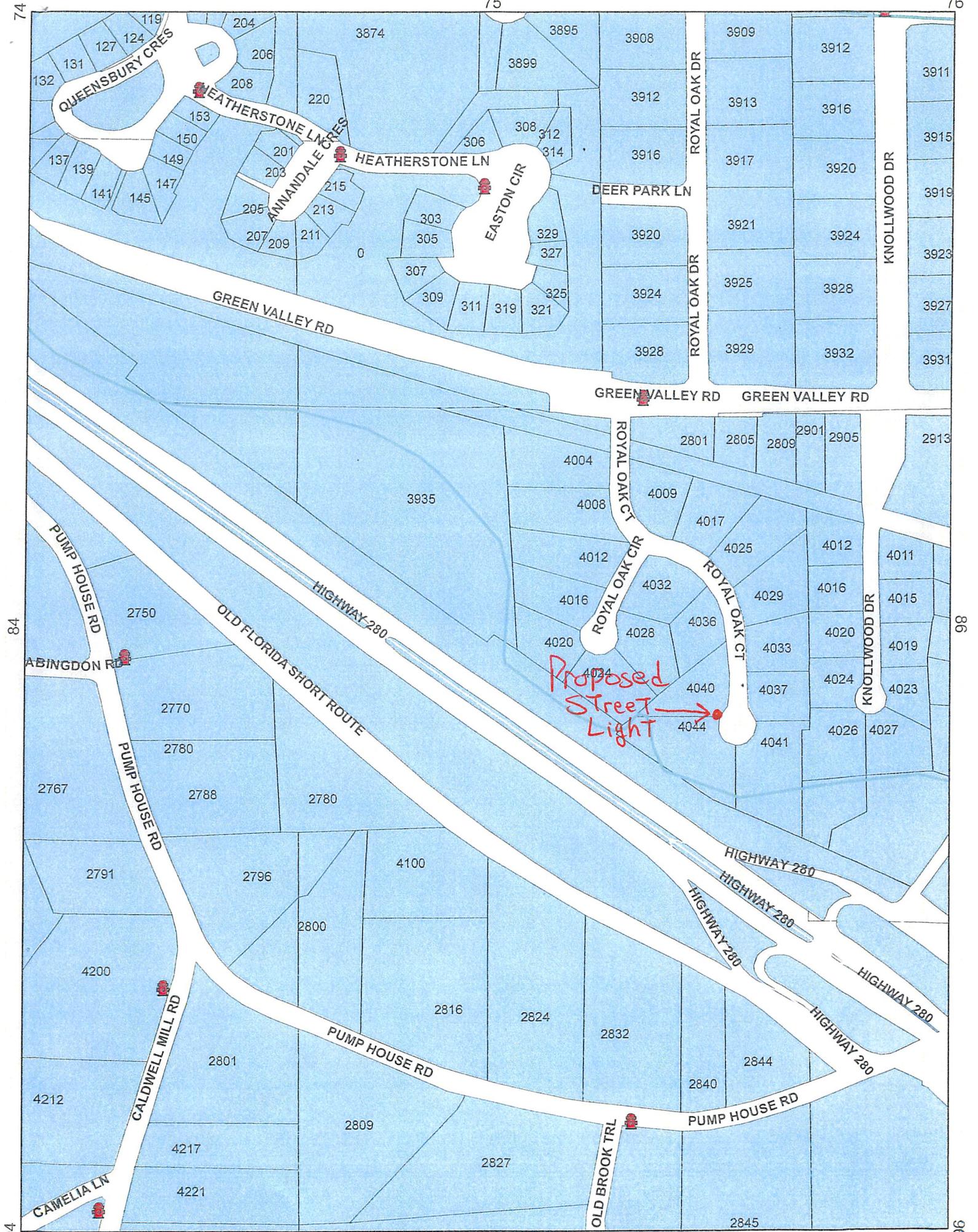
The City Council will consider this request at its November 14<sup>th</sup> meeting which will begin at 7:00 pm. You are invited to attend this meeting to offer your comments on this request. If you are unable to attend on November 14<sup>th</sup>, but would like to submit comments, please contact me at [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org) or at 802-3800.

Sincerely,

A handwritten signature in blue ink that reads "Sam Gaston". The signature is fluid and cursive.

Sam S. Gaston  
City Manager

Attachment



**RESOLUTION NO. 2016-185**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract for services between the City and ETC Institute to design and administer a resident survey, in the form as attached hereto as Exhibit A, subject to such minor revisions as may be determined appropriate by the City Attorney.

**ADOPTED:** This 14th day of November, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 14th day of November, 2016.

\_\_\_\_\_  
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 November 4, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**From:** Jason Morado [mailto:[jmorado@etcinstitute.com](mailto:jmorado@etcinstitute.com)]  
**Sent:** Tuesday, October 18, 2016 11:35 AM  
**To:** Sam Gaston  
**Subject:** Re: Next Survey

Hi Sam,

Here's the contract for your review. It's mostly the same contract as we used last time, but there are a few changes:

\*The dates have of course been updated.

\*I've increased the fee by 2% for inflation, which is our standard policy.

\*Under "ETC Institute's responsibilities" I've added that we will create an online survey. In addition to administering the survey by mail and phone, we now also administer the survey via e-mail. The way this works is that about 7 days after mailing the surveys, we send e-mails to households that received a mailed survey. The e-mail contains a link to the online survey for those who prefer to take it online. Over the past year we've found that e-mail follow-up is much more effective than phone follow-up, since so many people now have only cell phones, and won't take a call if they don't recognize the number.

\*Under "Responsibilities for the City of Mountain Brook" I've added that the City will provide GIS shapefiles showing the boundaries of the City. We already have the shapefiles from the last survey, but we always like to have the latest version, just in case anything has changed.

Let me know if you have any questions.

Thanks!

Jason

Jason Morado  
Senior Project Manager  
ETC Institute  
725 W. Frontier Circle  
Olathe, KS 66061  
W: [\(913\) 829-1215](tel:(913)829-1215)  
C: [\(913\) 406-2546](tel:(913)406-2546)  
[jmorado@etcinstitute.com](mailto:jmorado@etcinstitute.com)

# **Contract for Services and Scope of Work**

## **Between ETC Institute and the City of Mountain Brook, AL**

### **ARTICLE I: SCOPE OF SERVICES**

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for the City of Mountain Brook, AL. The survey will be designed and administered during the winter of 2016-2017. ETC Institute will provide a draft report within 8 weeks of the time the survey is approved by the City. ETC Institute will provide a final report within 1 week of receiving feedback from the City on the draft report.
2. **Maximum fixed fee.** The total fee for the project is \$16,015.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
  - ✓ finalizing the methodology for administering the survey based on input from the City.
  - ✓ designing a resident survey instrument that is up to 15 minutes in length (6-7 pages).
  - ✓ creating the online survey
  - ✓ selecting a random sample of households to be surveyed
  - ✓ setting up the database
  - ✓ conducting a pretest of the survey instrument
  - ✓ completing 400 surveys by a combination of mail, phone, and internet (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey). The results of a random sample of 400 completed surveys will have a precision of at least +/-5% at the 95% level of confidence.
  - ✓ conducting data entry and quality control review for all completed surveys
  - ✓ providing complete printouts of the data
  - ✓ conducting benchmarking analysis that shows how the results for Mountain Brook compare to other cities in the US, the mid-west region, and in Missouri.
  - ✓ conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.

- ✓ completing a final report that will include an executive summary, charts and graphs, GIS mapping, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument.
  - ✓ making one on-site presentation of the survey results to the City.
4. Responsibilities for the City of Mountain Brook will include the following:
- ✓ approving the survey instrument
  - ✓ providing a cover letter for the mail version of resident surveys
  - ✓ providing GIS shapefiles that show the boundaries of the City

## **ARTICLE II: PAYMENT FOR SERVICES**

1. Invoices will be submitted throughout the duration of the project, for a total project fee of \$16,015:

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. Rights to Use the Data. ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Mountain Brook without written approval from the City.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.**

\_\_\_\_\_  
City of Mountain Brook

Date \_\_\_\_\_

\_\_\_\_\_  
Chris Tatham, CEO  
ETC Institute

Date \_\_\_\_\_

**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
ETC INSTITUTE  
DATED NOVEMBER 14, 2016**

**THIS ADDENDUM** (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and ETC Institute (“the Contractor”) dated November 14, 2016.

**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 14th day of November, 2016.

**ETC Institute**

**City of Mountain Brook, Alabama**

By : \_\_\_\_\_

By : \_\_\_\_\_

Its : \_\_\_\_\_

Its : \_\_\_\_\_

**RESOLUTION NO. 2016-186**

**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 as attached hereto as Exhibit A, with respect to the development of an American With Disabilities Act (ADA) transition plan; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manger to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said professional services engagement.

**ADOPTED:** This 14th day of November, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 14th day of November, 2016.

\_\_\_\_\_  
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 November 14, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



October 21, 2016

Mr. Sam Gaston  
City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213  
[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

Subject: Proposal for Mountain Brook ADA Transition Plan  
Sain Project No. 160252

Dear Mr. Gaston:

Thank you for the opportunity to express our interest in developing the Mountain Brook ADA Transition Plan. Sain Associates proposes to provide a team of professionals, experienced in ADA compliance and preparation of ADA Transition Plans, in order to develop an ADA Transition Plan that is both appropriate for your community and compliant with federal guidelines.

#### **Statement of Understanding and Approach**

Federal law requires that all public entities over 50 employees create a transition plan that shows the City's strategy of how it will evaluate, plan, and make upgrades to bring the City up to current ADA standards. This is required for both right-of-way (ROW) infrastructure such as sidewalks, curb ramps, and pedestrian signals, and also for public facilities like buildings, parks, bathrooms, etc. The Birmingham Area MPO required all cities self-certify that their public ROW is compliant with federal guidelines by either 1) having all infrastructure up to current standards or 2) by having the appropriate transition plan on file.

In order to assist Mountain Brook in addressing these requirements, the following proposal only includes the scope of work necessary to provide a transition plan for elements located within public ROW. Buildings and other facilities would not be addressed as part of the proposed scope of work below. If assistance is needed in that area, we would be pleased to help you identify a qualified architectural firm to conduct the work.

We understand the City has set up a proposed \$25,000 budget for this work. We have tailored the scope below to best meet that budget and proposed supplemental work should more funding become available.

#### **Scope of Work**

The development of an ADA Transition Plan should include the following key items:

- A list of physical barriers
- Strategies and methods to remove these barriers
- A schedule to become compliant
- Public involvement
- An identified ADA coordinator responsible for implementing the plan

**List of Physical Barriers**

Sain Associates will perform an inventory of Mountain Brook's current pedestrian elements with the public ROW. This will require significant field time to walk the City and check sidewalk cross slopes, minimum widths, slopes on curb ramps, detectable warnings at curb ramps, on-street parking, etc. This inventory will identify existing pedestrian elements within public ROW which are not in compliance with current ADA requirements.

Due to the field time required and the limited budget, we would recommend the highest use areas be inventoried first. That would be the three villages: Crestline, Mountain Brook, and English Village. The limits of those would be as shown on the City's Walkway Masterplan. We estimate 6 days to inventory these 3 villages.

**Supplemental Inventory** Should more funding become available, we would recommend next checking the older pedestrian infrastructure around the City. Also as requested Sain would inventory the sidewalk connecting points within the City's parks. Sain estimates an additional 3 weeks of field time would be needed to inventory these sidewalks, which would be billed at an hourly rate. This is estimated to be an additional \$20,000. There have been several sidewalk projects within the last 10 years as part of the sidewalk master plan which should generally be ADA compliant. Sain would plan to inventory those newest sidewalks as the lowest priority if funding permits. The transition plan would note which areas would be inventoried in future phases.

**Strategies to Remove Barriers**

Sain will analyze the City's overall condition to develop a prioritization plan. The highest use areas or locations with previous complaints will be targeted early. Budget considerations will also need to be a part of the strategy. The City's permitting and subdivision regulations will be reviewed and recommendations made to update them for ADA compliance.

**Schedule to Remove Barriers**

Sain will consult with the Finance Chair, City Manager, Public Works Director, and other City personnel as needed to set a goal for upgrading the City's facilities. Sain proposes having a near term goal (1-3 years) and a long term goal (4-10 years) to bring all City infrastructure up to ADA standards. The plan should be reviewed and updated at approximately 4 year intervals.

**Public Involvement**

Sain will seek input from individuals and also from any local organizations that might interact with disabled citizens. Sain will plan to give a brief presentation at a City Council meeting, and then up to 2 other meetings such as at a neighborhood group, or perhaps the Chamber of Commerce. Sain would also provide a draft plan to be posted online and/or at the library. Sain will prepare comment forms and the input received on these forms will be considered and incorporated into the transition plan document. Upon completion, the plan will be submitted to the City Council and should be made available for future public comment.

**Final Revisions & Submittal**

Following public involvement, any last revisions to the plan will be made and the final document will be submitted. Sain will sit down with the ADA coordinator to review the plan in detail and answer any last questions he may have on ADA compliance.

**Fee Structure**

| Task                          | Fee Type | Amount   |
|-------------------------------|----------|----------|
| Physical Barriers Inventory   | Lump Sum | \$8,500  |
| Strategies to Remove Barriers | Lump Sum | \$4,500  |
| Schedule to Remove Barriers   | Lump Sum | \$3,000  |
| Public Involvement            | Lump Sum | \$7,500  |
| Final Revisions & Submittal   | Lump Sum | \$1,500  |
| Total                         |          | \$25,000 |
| Supplemental Inventory        | Hourly   | \$20,000 |
| Total with Supplemental       |          | \$45,000 |



**Revisions**

Any additional work not stated in the scope of work above will be billed hourly in accordance with the rate schedule shown on the enclosed Terms & Conditions.

Thank you for the opportunity to assist you on this project. If you are in agreement, please sign your acceptance of this proposal below. If you have any questions, please contact our project manager Matt Stoops at 205-263-2180 or by email at [mstoops@sain.com](mailto:mstoops@sain.com).

Sincerely,



Matt Stoops, PE  
Project Manager



Becky White, PTP  
Vice President / Organizational Development

Accepted by: City of Mountain Brook

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments 2016 Sain Terms & Conditions (rev 4/4/16)

# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

### Rates:

|   |                                |
|---|--------------------------------|
| Principal .....                                   | \$155.00 - \$175.00 per Hour   |
| Engineer/Planner .....                            | \$95.00 - \$145.00 per Hour    |
| GIS Professional .....                            | \$127.50 per Hour              |
| Designer.....                                     | \$79.00 - \$112.00 per Hour    |
| Surveyor .....                                    | \$90.00 - \$125.00 per Hour    |
| Survey Crew (1-Person).....                       | \$80.00 per Hour               |
| Survey Crew (2-Person).....                       | \$125.00 - 140.00 per Hour     |
| Survey Crew (3-Person).....                       | \$165.00 per Hour              |
| Survey Crew (Overtime, Holidays – 2-Person) ..... | * \$155.00 - \$175.00 per Hour |
| Survey Crew (Overtime, Holidays – 3-Person) ..... | * \$200.00 per Hour            |
| Survey Per Diem .....                             | \$100.00 per Man per Night     |
| Level 1 Inspector .....                           | \$75.00 - \$85.00 per Hour     |
| Level 2 Inspector .....                           | \$80.00 - \$90.00 per Hour     |
| Administrative Support .....                      | \$60.00 per Hour               |

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

### Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

### 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.

### AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

### 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.

### Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

### Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

### Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

### Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### 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.



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

---

### **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.

### **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 2016 (Rev. 4/4/16)

**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
SAIN ASSOCIATES  
DATED NOVEMBER 14, 2016**

**THIS ADDENDUM** (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Sain Associates (“the Contractor”) dated November 14, 2016.

**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,

Contract will be e-mail upon receipt.

**RESOLUTION NO. 2016-188**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby awards the bid for the construction of a joint Fire and Police training facility to Safford Construction having been determined to have submitted the best bid and in compliance with the expressed specifications; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manger to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said project subject to review by legal counsel.

**ADOPTED:** This 14th day of November, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 14th day of November, 2016.

\_\_\_\_\_  
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 November 14, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

# CERTIFIED TABULATION OF BIDS

PROJECT: REBID - JOINT TRAINING FACILITY FOR  
FIRE AND POLICE DEPARTMENTS  
MOUNTAIN BROOK, ALABAMA

PROJECT No. 15109  
AS TABULATED BELOW, BIDS WERE RECEIVED  
DATE: 11/09/2016 TIME: 2:00 PM CST  
PLACE: OFFICE OF THE CITY MANAGER  
56 CHURCH STREET,  
MOUNTAIN BROOK, ALABAMA 35213

| CONTRACTOR   | SURETY                            | BASE BID  | ALT #1<br>FLOOR FINISHES | ALT #2<br>OSB   | UNIT #1<br>SOIL REMOVAL | UNIT #2<br>L.S. CONCRETE | UNIT #3<br>STRUCT. FILL | REMARKS |
|--|-----------------------------------|-----------|--------------------------|-----------------|-------------------------|--------------------------|-------------------------|---------|
| Battle Miller Construction<br>586 Shades Crest Rd<br>Birmingham, AL 35226                        | NO BID                            |           |                          |                 |                         |                          |                         |         |
| Construction Services Group, LLC<br>402 Office Park Drive, Suite 208<br>Mountain Brook, AL 35223 | NO BID                            |           |                          |                 |                         |                          |                         |         |
| Duncan and Thompson<br>520 Mineral Trace, suite d<br>Birmingham, AL 35244                        | NO BID                            |           |                          |                 |                         |                          |                         |         |
| Goodgame Company<br>2311 3rd Ave S A<br>Pell City, AL 35128                                      | WESTERN<br>SURETY                 | \$530,000 | DEDUCT<br>\$3,800        | DEDUCT<br>\$500 | \$25 / yd3              | \$25 / yd3               | \$200 / yd3             |         |
| Meadows Construction<br>117 Hillsdale Road<br>Birmingham, AL 35213                               | CAPITOL INDEMNITY<br>CORPORATION  | \$541,202 | DEDUCT<br>\$4,975        | DEDUCT<br>\$560 | \$35 / yd3              | \$200 / yd3              | \$45 / yd3              |         |
| Prier Construction<br>5200 Cahaba River Rd<br>Vestavia Hills, AL 35243                           | NO BID                            |           |                          |                 |                         |                          |                         |         |
| Richardson Construction<br>1003 Bramble Rd<br>Ironton, AL 35210                                  | NO BID                            |           |                          |                 |                         |                          |                         |         |
| Safford Construction<br>301 Beacon Pkwy W Suite 120<br>Birmingham, AL 35209                      | NAVIGATORS<br>INSURANCE           | \$440,000 | DEDUCT<br>\$4,975        | DEDUCT<br>\$560 | \$18 / yd3              | \$135 / yd3              | \$55 / yd3              |         |
| Shelby Company, LLC<br>2150 Chacybe Drive<br>Birmingham, AL 35226                                | GRAY CASUALTY &<br>SURETY COMPANY | \$585,000 | DEDUCT<br>\$5,000        | DEDUCT<br>\$300 | \$15 / yd3              | \$20 / yd3               | \$90 / yd3              |         |
| Steven Vaughn Construction<br>4296 Fowlers Ferry Road N<br>Southside, AL 35907                   | NGM INSURANCE<br>COMPANY          | \$537,654 | ADD<br>\$11,200          | ADD<br>\$2,000  | \$45 / yd3              | \$130 / yd3              | \$35 / yd3              |         |
| Stone Building<br>3120 8th Ave S,<br>Birmingham, AL 35233  | NO BID                            |           |                          |                 |                         |                          |                         |         |

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place

My Commission Expires August 6, 2017 is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 10 day of November By: WILLIAM WHITTAKER  
Typed or printed Name and Title of Architect or Engineer  
William A. Whittaker  
Signature

Carolee Love Burch  
Notary Public

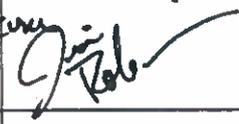
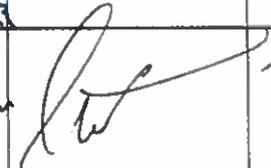
L.S.

# MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET

PAGE OF

PROJECT NAME: JOINT TRAINING FACILITY FOR FIRE AND POLICE DEPARTMENTS  
MOUNTAIN BROOK ALABAMA

PROJECT NO: 15109 - REBID  
DATE: 9/1/16, 2:00 PM CST

| COMPANY NAME AND ADDRESS   | GENERAL OR SUB | REPRESENTATIVE PRINT NAME EMAIL ADDRESS          | SIGNATURE   | PHONE NO AND FAX NO          |
|--|----------------|--|---|------------------------------|
| SHELBY COMPANY LLC<br>2150 CHAYBBS DR<br>BIRMINGHAM AL<br>35226          | GC             | MATT SHELBY<br>mshelby@shelbycompany.com         |    | 205-<br>515-<br>0953         |
| Stevan Vaughn Const.<br>4296 Fawlers Ferry Rd N<br>Southside AL 35907    | GC             | Jim Robinson<br>jim.robinson15@gmail.com         |    | 256-452-4780                 |
| Duncan + Thompson<br>520 Mineral Trace<br>Suite D<br>Birmingham AL 35244 | GC             | Steve Arnold<br>Tommy@duncan-and-thompson.com    |   | 205-403-<br>4151<br>703-5404 |
| MEADOWS CONSTRUCTION   | GC             | Bill Meadows<br>MEADOWS@MEADOWS-CONSTRUCTION.COM |  | 205-339-2589                 |
| Brett Drummond<br>Stone Building<br>3232 11th Ave N.                     | GC             | <del>STE</del> Bdrummond@<br>stonebuilding.com   |  | (205) 328 8300               |
| Terry Hodge<br>CSG   | GC             | Taylor.csgr@gmail.com                            |  | 205 9696697                  |
| Scott Prier<br>PRIER CONST   | GC             | PSR@PRIER<br>CONSTRUCTION.COM                    |  | 3608-<br>3095                |
| ALEX BATTLE<br>BATTLE MILLER<br>CONSTRUCTION                             | GC             | battlemiller@bellsouth.net                       |  | 824-2501                     |



State of Alabama,) ss  
County of Jefferson)

Stephanie Hardin being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Birmingham News 10/23, 10/30/2016

*Stephanie Hardin*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of November 2016

*Lynne M Eubanks*  
Notary Public



**ADVERTISEMENT FOR BIDS**

Sealed bids from contractors will be received by the City of Mountain Brook, Office of the City Manager, 58 Church Street, Mountain Brook, AL 35223 until 2:00 pm on 11 November 2016 for a new 3,000 sq ft Joint Training Facility for City Fire and Police Departments (the Project) at which time and place they will be publicly opened and read. Each bidder is responsible for making or delivering its bid so that it will be actually received at the above address and location at or before the specified bid opening time, and received after that time will not be considered. A Mandatory Pre-Bid Conference is scheduled for November 1st, 2016 at 2:00pm located on site to the Project site, 3579 East St, Mountain Brook, AL 35223. All contractors who will bid on this Project are required to attend this conference.

Drawings and specifications for the Project may be examined at the office of Bill Whitaker Architecture, 2956 Old Garden High Way, Anniston, AL 36206, (256) 258-6899-0278 and appropriate plan rooms. Bid Documents may be obtained from the Architect upon deposit of \$50 per set, which will be refunded in full on the first 2 sets issued to each bidder who submits a valid bid. Bidder upon return of documents in good condition within ten days of bid date. In order to assure that bidders receive all addenda and/or clarifications to the bid documents, it is a timely manner, it is highly recommended that all contractors interested in bidding obtain at least one complete set of Bid Documents directly from the Architect. Bidders that do not obtain Bid Documents from the Architect will not receive addenda and/or clarifications to the Bid documents directly from him. Bidders relying on plan rooms or other services to obtain the Bid Documents, rather than obtaining their direct from the Architect are doing so at their own risk.

The successful bidder must have at least ten (10) years of experience as a general contractor, have completed at least five (5) projects of similar scope to the Project in the past three (3) years, and provide references and evidence of their minimum experience level. Further, interested contractors are required to submit with their bid a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company, only authorized and qualified to make such bonds in Alabama, payable to the Board for an amount not less than 5% of the contract price, but not less than \$25,000.00.

Before commencing work, the successful contractor also will be required to provide a Performance Bond in the amount of the contract price and a Labor & Material Bond in the amount of half the contract price, and provide insurance required in the Bid Documents.

Bids must be submitted on proposal forms furnished by the Architect. All proposals must be reviewed by the State Licensing Board as General Contractors under the provisions of Title 34, Chapter 8, Code of Alabama, 1975. Bids completed in period will not be accepted. Bids shall be clearly marked "STATEL BID" and the bidder should indicate on the outside of the envelope containing its bid the name of this Project (i.e. the Joint Training Facility Project), the above-noted date of bid opening and the Bidder's General Contractor License Number. The City reserves the right to accept or reject any or all bids, to waive formalities related to submitted bids, and to award the contemplated contract to the contractor that, in the exercise of the City's reasonable judgment considering the proposed price, the experience, resources, ability to perform of the contractor, and all other pertinent factors, makes the bid that the City determines is most advantageous to it.

City of Mountain Brook, Alabama  
Awarding Authority  
Bill Whitaker Architecture (Architect)

GranNews, October 23, 2016

**RESOLUTION NO. 2016-189**

**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 as attached hereto as Exhibit A, with respect to a feasibility study and related services regarding the proposed roundabout at the intersection of Cahaba Road/Culver Road/U. S. Highway 280/Lane Park Road; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manger to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said professional services engagement.

**ADOPTED:** This 14th day of November, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 14th day of November, 2016.

\_\_\_\_\_  
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 November 14, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



Robert Bentley  
Governor

**ALABAMA  
DEPARTMENT OF TRANSPORTATION**

EAST CENTRAL REGION  
OFFICE OF REGION ENGINEER  
100 CORPORATE PARKWAY  
SUITE 450  
HOOVER, AL 35242  
P. O. BOX 382348  
BIRMINGHAM, AL 35238-2348  
TELEPHONE: (205) 327-4962



John R. Cooper  
Transportation Director

November 1, 2016

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

RE: Jefferson County  
Project No. CMAQ-3715(266)  
Intersection Improvements Cahaba Rd/SR-38 (US-280)  
Culver Rd/Lane Park Rd  
City of Mountain Brook

Dear Mr. Gaston:

Reference is made to the negotiated man-day and fee proposal from Sain Associates, Inc. to perform work on the above referenced project.

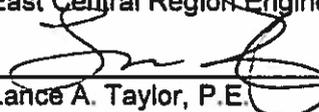
The overhead rate and operating margin will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

Also attached is a copy of the man-day and fee proposal as revised by Department staff. The fee for the Corridor Study has been revised from \$74,388 to \$77,695. The fee for field surveys has been revised from \$41,960 to \$43,384. The fee for Right of Way work has been revised from \$12,765 to \$12,923. The fee for roadway plans has been revised from \$380,467 to \$324,574. The Combined Overhead rate was adjusted from 183.62% to 187.20%, approved by Finance and Audits on June 17, 2016, however, the total fee amount decreased due to a reduction in Man-Days. Therefore the maximum fee has been revised from \$509,580 to \$458,576. We feel this revised maximum amount is just and fair compensation for the required work.

The City of Mountain Brook may proceed with the agreement with Sain Associates, Inc. using the aforementioned revised fee.

Sincerely,

DeJarvis Leonard, P.E.  
East Central Region Engineer

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

DL/LAT/wdj  
Attachment

Cc: Mr. Terry Sutton w/att.  
Project File w/att.

March 1, 2016  
REVISED June 16, 2016  
AS NEGOTIATED October 21, 2016

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

**Subject: Cahaba Road/Hwy 280/Lane Park Road/Culver Road Roundabout  
Mountain Brook, Alabama  
SA#15-0034**

Dear Sam,

Please accept this letter as a general understanding of the scope of work for the above referenced project. Attached are the estimated mandays for your review and approval.

#### **General Project Understanding**

As part of Sain's feasibility study prepared for the City of Birmingham, City of Mountain Brook, and ALDOT, Sain prepared several alternatives to improve the capacity and operations at the Cahaba Road/Hwy 280/Lane Park Road/Culver Road intersection. The alternative with the most efficient operations was Alternative 1 (concept is attached to this proposal), a large roundabout at the Cahaba Road/Hwy 280/Lane Park Road intersection and a mini-roundabout at Culver Road. At the completion of the feasibility study, we deemed Alternative 1 to most adequately address the purpose and need of the project.

In our recent discussions with ALDOT, we understand Alternative 1 can proceed forward as the "preferred alternative"; however there is a certain amount of risk in doing so as we discussed with you in our meeting on February 2, 2016. The environmental phase of the project will begin with a kick-off meeting with FHWA and ALDOT. FHWA is the approving agency and will determine the level of environmental document for this project. Based on ALDOT's guidance, the project is being scoped for a Categorical Exclusion environmental document. If FHWA deems an Environmental Assessment and additional alternative evaluations be performed, the project will be required to be re-scoped. Sain Associates and our subconsultants are scoping this project based on the Alternative 1 concept attached to this proposal. In the event the public rejects the proposed roundabout layout that result in either changes to this concept or further evaluation of other alternatives, additional services or re-scoping of this project may be necessary. Neither ALDOT nor Sain feels these risks are great enough to warrant a different approach to scoping this project.

Our understanding is as follows:

- The project will progress on the typical path for a City sponsored project with ALDOT. Reviews will be performed by ALDOT, although a sit-down 30% review meeting will not be conducted and is not included in this scope of work.

- A concept overlaid on the topographic survey will be prepared for the public involvement meeting. This concept will be reviewed by the City and ALDOT and will serve as the 30% submittal.
- Since the roundabout will cause impact to the Zoo and Botanical Gardens properties, which are considered Section 4(f) properties, the environmental document must satisfy the requirements of Section 4(f) environmental permitting. At this time we believe there is adequate support for a De Minimus finding and approval by FHWA. It is expected to take 3-12 months to obtain approval of the Section 4(f) De Minimus.
- The roundabout will be designed using AASHTO standards and the ALDOT Roundabout Manual.
- The roundabout will include accommodations for bicycles and pedestrians and will connect these accommodations to other planned projects adjacent to the intersection. Sain will coordinate with the other consultants performing work in the area, including Gresham Smith and Partners on the sidewalk along the Highway 280 ramp, Goodwyn Mills and Cawood and Skipper Consulting on the Lane Parke development, and Walter Shoel Engineering on the drainage design as it relates to the FEMA study they prepared as it is our understanding the closed storm sewer pipe network and culverts require upsizing to meet the flows calculated in their study.
- Sain will contract Michael Wallwork, Roundabout Expert, to assist with the layout of the roundabout. His services will include updating the traffic analysis originally performed in the feasibility study, assisting with updating the conceptual layout, phasing of the construction, and providing quality control throughout the course of the design.
- The roundabout will have impact to existing utilities and will require relocations to be coordinated with the associated utility companies. It is typical for utility companies to prepare their own relocation plans; therefore, we have not included utility design in this scope of work. Once the utility companies provide Sain with their relocation plans, their relocations will be drawn on our plans to confirm all conflicts are addressed.
- The roundabout will require additional Right of Way to be acquired. It is estimated 6 tracts of either permanent Right of Way or temporary construction easement will be acquired.

Our charge under this project includes preparation of an environmental document, surveying services, Right of Way documents, and roadway plans. The design will include the following:

#### **Environmental Document**

Sain Associates will prepare a Categorical Exclusion Checklist. In the event it is determined a more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. Preparation of the Categorical Exclusion Checklist shall include the preparation for and attendance at the Federal Highway Administration Kickoff meeting. The Categorical Exclusion Checklist document shall consist of evaluating:

- A. Project Area Description, Project Purpose and Need, and Proposed Project Description
- B. Land Use
- C. Socioeconomic Impacts
- D. Ecological Impacts
  - a. A threatened and endangered species study will be performed. A copy of the letter from U.S. Fish and Wildlife stating the threatened and endangered species which might exist in the project is attached to this proposal. If this initial study identifies that a suitable habitat for any of the listed species exists in the project area, further study will be required under a supplemental agreement to this contract. A sub consultant will be

- required to evaluate threatened and endangered species (see attached proposal from Bhate Environmental)
- E. Natural Features/Resources Impacts
    - a. A sub consultant will be required to evaluate Wetland Impacts (see attached scope and mandays from Bhate Environmental)
    - b. A sub consultant will be required to evaluate Air Quality (see attached scope from Bhate Environmental)
    - c. A sub consultant will be required to evaluate Noise Impacts (see attached proposal from ATC)
  - F. Cultural Resources Impacts/Section 4(f) Findings
    - a. A sub consultant will be required to evaluate Historic Properties and Archaeological Sites (see attached proposal from MRS Consulting)
    - b. Right of Way will be acquired from publically owned properties (the Birmingham Zoo and the Birmingham Botanical Gardens). These properties are considered Section 4(f) properties. Discussions with ALDOT indicate that this project is considered a De Minimus use and further evaluation of various improvement alternatives is not required. In the event it is determined otherwise, a supplemental agreement will need to be executed as part of the scope of this project.
  - G. Hazardous Materials
    - a. A sub consultant will be required to evaluate Hazardous Materials sites (see attached scope from Bhate Environmental)
  - H. Permits Required
  - I. Public Involvement Phase
    - a. A project informational packet along with mapping will be provided to ALDOT-ETS for their use in performing Early Coordination with all applicable parties.
    - b. A public involvement meeting will be prepared for and attended by Sain. Sain will prepare a flyer for the City's use in advertising the meeting. ALDOT will be responsible for advertising the meeting in the newspaper. The purpose of this meeting is to show the project layout and seek public comment. The Alternative 1 concept overlaid on the topographic survey will be presented at the meeting. This concept will be referred to as the "preferred" layout as it best satisfies the purpose and need of the project. Comments submitted at this meeting will be summarized and analyzed.

### **Surveying Services**

Sain Associates will perform a Topographic and Right-of-Way survey at the intersection of Lane Park Road, Culver Road, and Cahaba Road, in the City of Mountain Brook, Jefferson County, Alabama. The limits of topographic survey are listed as follows and depicted on the attached Site Map.

- Beginning at the intersection of Cahaba Road and Lane Park Road and running Northwesterly along Cahaba Road for approximately 650' (feet). The coverage area will extend to the Northeast and Southwest Right-of-Way of Cahaba Road.
- Beginning at the intersection of Cahaba Road and Lane Park Road and running Southeasterly along Cahaba Road for approximately 350' (feet). The coverage area will extend to the Northeast and Southwest Right-of-Way of Cahaba Road.
- Beginning at the intersection of Cahaba Road and Lane Park Road and running Northerly along Lane Park Road for approximately 450' (feet). The coverage area will extend to the East and West Right-of-Way of Lane Park Road.
- Beginning at the intersection of Cahaba Road and the Entrance Ramp to Highway 280/Elton B. Stephens Expressway and running Southwesterly along Entrance Ramp for approximately

800' (feet). The coverage area will extend to the North and South Right-of-Way of the Entrance Ramp to Highway 280/Elton B. Stephens Expressway.

- Beginning at the intersection of Cahaba Road and Culver Road and running Easterly along Culver Road for approximately 200' (feet). The coverage area will extend to the North and South Right-of-Way of Culver Road
- In the Northwest corner of the intersection of Cahaba Road and the Entrance Ramp to Highway 280/Elton B. Stephens Expressway the limits will extend Northwesterly for approximately 125' (feet) outside the Right-of-Way. (The Birmingham Zoo Property).

The scope of work for the above limits will include the following:

Prior to beginning work, property owner notification letters will be sent to any property owner within or adjacent to the project corridor.

A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. Since this is a City sponsored project, the horizontal and vertical control to be utilized during this survey will not be established using ALDOT procedures as described in the ALDOT survey manual. In addition benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor.

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 on site. We will show visible utilities as marked by the Alabama One Call System. Please note that utility locators contracted with the Alabama One Call System often refuse to mark utilities outside the limits of public Right-of-Way. We will coordinate with the Zoo to provide utility plans or mark their utilities that may exist in the project area on their property. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees.

Sain Associates will perform the necessary courthouse research and tie sufficient front property corners of properties within the project corridor in order to graphically plot property lines. The survey will show ownership, deed book, and page number(s) from the latest recorded deed, and any property monumentation located in the field.

In addition, prior to construction beginning, we will stake the project centerline in the field (one (1) time). Rebar with plastic caps or nails with plastic washers will be set on the centerline cardinal points (PCs, PTs, Pls...) and wood stakes or paint will be marked at 50' Stations.

Sain Associates will also collect the coordinates of the bore hole locations performed by Bhate Geosciences for inclusion in their geotechnical report.



### **Right of Way Services**

Upon completion of the survey and the completion of design plans, we will prepare a Right-of-Way map, legal descriptions and tract sketches, for Right-of-Way acquisitions and / or temporary construction easements. The Right-of-Way acquisitions and/or temporary construction easements will be for a maximum of six (6) properties situated within the project corridor. The Right-of-Way map, tract sketches, and deeds will be prepared to ALDOT standards and will be provided to ALDOT and City of Mountain Brook for their use in preparing Right-of-Way estimates, appraisals, and obtaining the required takings and / or temporary construction easements.

### **Traffic**

Sain Associates will collect intersection turning movement traffic counts on a typical weekday during the morning, midday, and afternoon peak hours (7am-9am, 11am-1pm, and 4pm-6pm) at the intersection of US-280 connector and Cahaba Road/Lane Park Road/Culver Road. We will also collect 96-hour bidirectional traffic information (volume, classification, and speed) on US-280 connector, Lane Park Road, Culver Road, and Cahaba Road (north and south of the intersection). The cost to collect traffic information is included in our fee proposal.

Sain Associates will determine historical traffic volume growth from available traffic information (traffic counts, travel demand model output, etc.) at or near the intersection, and use the information to develop an annual growth rate. We will coordinate with the reviewing agencies to gain concurrence on our growth rate determination methodology and results. We will apply the annual growth rate to the traffic volumes we collected in order to forecast 20-year design traffic volumes for the roundabout intersection.

An updated capacity analysis will be conducted with the traffic volumes.

### **Roadway Contract Plans**

Sain Associates will provide contract plans for the above mentioned intersection modification. Our scope of work is as follows:

- A. The development of the plans will follow the procedure as outlined by the Alabama Department of Transportation for a City Transportation project.
- B. Sain Associates will prepare Hydraulic Designs and Supporting Calculations according to approved chapters of the STATE Hydraulic Manual, otherwise, in the absence of direction for the STATE Hydraulic Manual, in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.
- C. 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 FHWA, STATE, City, or Local Community, whichever is most stringent.
- D. The project Plan Assembly will include title, summary of quantities, typical sections, cross sections, drainage sections, plan and profile sheets, and all other sheets required for receipt of bids for work including grading, drainage, base and paving, signing, striping, and erosion and sediment control. Plans will also include a traffic control plan. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the proposed project limits. The contract plans will be completed in detail for all construction in accordance with current design practices of the STATE. Basic computations will be made for alignment and for layout of intersections.
- E. 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.
- F. 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.
- G. Sain Associates will provide existing utility base sheets to be a part of the respective final plan assembly. Sain Associates has not included relocation plans for any utilities. If other plans are required, these can be provided under a supplemental services agreement.
- H. ALDOT will prepare appraisals and acquire any required easements or R.O.W. for the City.
- I. Prepare estimates of quantities and construction cost for contract plans, itemized and properly symbolized in accordance with the Standard Specifications using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available.
- J. Sain Associates will prepare plans according to the ALDOT Plans Preparation Manual.
- K. A concept plan of the roundabout will be submitted to the City and ALDOT for approval. This submittal will serve as the 30% review and a formal meeting at this stage will not be conducted.

- L. A Plan in Hand and PS&E plan review meetings will be conducted with the Client and the Alabama Department of Transportation. Construction cost estimates will be furnished with PS&E, Construction Bureau, and Office Engineer plan submittals.
- M. The applicable provisions of ALDOT 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 ALDOT Standard Specifications for Highway Construction, Latest Edition.
- N. Sain Associates will prepare a storm water permit and CBMPP document for the City to obtain a permit from ADEM.

**Geotechnical Services**

See attached proposal from Bhate Geosciences.

**Landscaping Design Plans**

Nimrod Long and Associates will assist in the conceptual layout of the sidewalk and preparation of the landscaping plans. See attached proposal from Nimrod Long and Associates.

**Lighting Design Plans**

See attached proposal from SSOE Group.

**Exclusions**

The following services are not included, but can be performed under a supplemental agreement if deemed necessary: preparation of educational material for how to drive a roundabout or warning of a changed driving condition, calculating or setting of property corners, researching or drawing existing easements, staking or setting of right of way points or irons, setting of metal caps for control or centerline points, ALTA/ACSM or Boundary survey, potholing of utilities, subsurface utility exploration (SUE), additional reviews by ALDOT other than those cited in this proposal, or acquisition or appraisals.

**Anticipated cost for design of intersection improvements: \$458,576**

Fee breakdown is as follows:

|  |           |
|--|-----------|
| Environmental Document (including subconsultants)..... | \$77,695  |
| Topographic Survey.....                                | \$43,384  |
| Right of Way Map, Tract Sketches, and Deeds.....       | \$12,923  |
| Roadway Contract Plans (including subconsultants)..... | \$324,574 |

Reimbursable expenses are included in the fee.

Mr. Sam Gaston  
June 16, 2016  
Page 8

At the request of the Cities, the project will be authorized in phases, with Phase 1 being the Environmental Phase and Preliminary Design. During this Phase 1, we will perform the following services:

- Prepare for and attend a kick off meeting with ALDOT and FHWA for determination of the level of environmental document

Upon receipt of FHWA's approval that the roundabout concept described herein can move forward, the next tasks in this environmental phase will include:

- Collecting traffic counts, updating the traffic model, and making any necessary revisions to the roundabout layout
- Performing the environmental technical studies
- Performing minimal survey on the Zoo and gas station properties to adequately estimate earthwork quantities and Right of Way impacts
- Obtaining available mapping and GIS information of utilities
- Estimating the impacts to Right of Way and utilities based on GIS and mapping (not field verified information)
- Preparing opinion of costs for construction, Right of Way, and utilities
- Meeting with affected property owners to confirm support of the project
- Preparing for and facilitating the public involvement meeting and summarizing the public comments
- Meeting with the Cities (and Stakeholders if deemed necessary), 2 meetings assumed

This phase does not include preparing the environmental document, topographic survey, design, or Right of Way documents as we understand those will be authorized following this Phase 1 and determination of the layout. If FHWA requires additional alternatives or layouts to be evaluated, this project will have to be re-scoped accordingly.

The fee for Phase 1 is \$122,000.00. We understand the City may elect to only authorize Phase 1 initially to confirm the layout. The remainder of the contract would be authorized following approval of the concept by the Cities, ALDOT, and FHWA.

If this scope meets with your approval, please forward to ALDOT for their review and approval. If you require any further information, please do not hesitate to contact us.

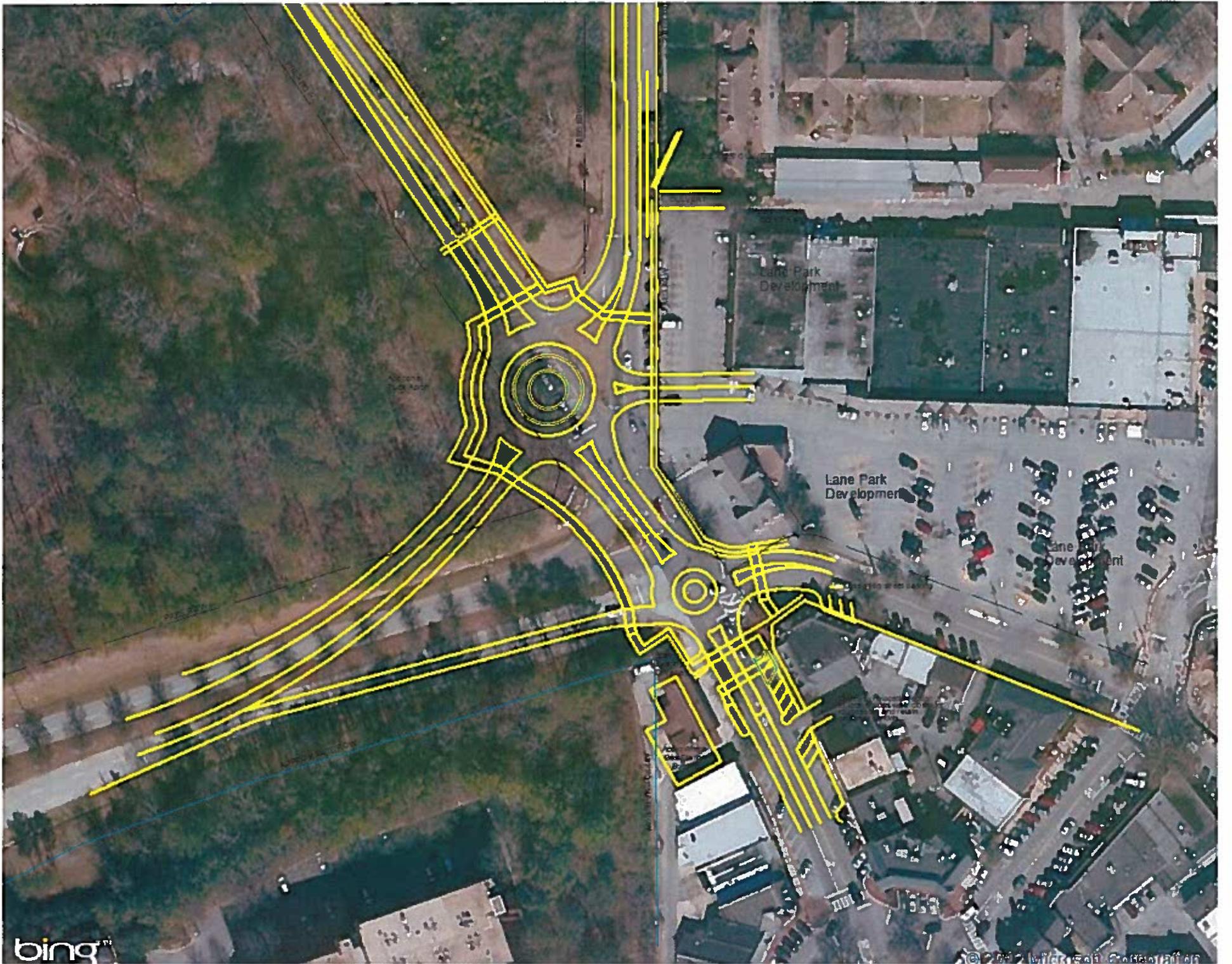
Sincerely,



Alicia Bailey, P.E.  
Project Manager/Team Leader



James A. Meads, P.E.  
President/CEO





**Project No.** \_\_\_\_\_  
**County** Jefferson  
**Description** Cahaba Road/Hwy 280/Lane Park Road roundabout  
**Scope of Work** Intersection Improvement  
**Project Length** 0.30 Miles  
  
**Consultant** Sain Associates

| CATEGORICAL EXCLUSION  | Engineer    | Engineer. Tech. | Environment  | Environ. Tech. | Clerical    |
|--|-------------|-----------------|--------------|----------------|-------------|
|  |             |                 |              |                |             |
| <b>Task A: Mapping and Background Information</b>                |             |                 |              |                |             |
| A-1 Coordination with Various Agencies                           | 0.25        | 0.00            | 0.25         | 0.25           | 0.00        |
| A-2 Prepare Purpose and Need Statement and Project Description   | 0.25        | 0.00            | 0.50         | 0.25           | 0.00        |
| A-3 Create Project Location Map for Early Coordination           | 0.25        | 0.00            | 0.25         | 0.25           | 0.00        |
| A-4 Review Alternatives (Build and No Build)                     | 1.00        | 0.00            | 1.00         | 0.25           | 0.00        |
| A-5 Prepare Narrative Discussing Preferred Alternative           | 0.50        | 0.00            | 0.50         | 0.25           | 0.00        |
| A-6 Prepare for and Attend FHWA kick-off meeting                 | 0.25        | 0.00            | 1.25         | 1.25           | 0.25        |
| <b>Task A Totals</b>   | <b>2.50</b> | <b>0.00</b>     | <b>3.75</b>  | <b>2.50</b>    | <b>0.25</b> |
|  |             |                 |              |                |             |
| <b>Task B: Section 4(f) De Minimis</b>                           |             |                 |              |                |             |
| B-1 Prepare Section 4(f) De Minimis Narrative                    | 0.50        | 0.00            | 2.00         | 1.50           | 0.00        |
| B-2 Submit for Review and Approval by Agencies                   | 0.00        | 0.00            | 0.25         | 0.25           | 0.25        |
| B-3 Address Comments and Submit Final                            | 0.25        | 0.00            | 0.50         | 0.25           | 0.25        |
|  | 0.00        | 0.00            | 0.00         | 0.00           | 0.00        |
| <b>Task B Totals</b>   | <b>0.75</b> | <b>0.00</b>     | <b>2.75</b>  | <b>2.00</b>    | <b>0.50</b> |
|  |             |                 |              |                |             |
| <b>Task C: Public Involvement</b>                                |             |                 |              |                |             |
| C-1 Prepare Information for Public Involvement Meeting           | 1.00        | 0.50            | 1.50         | 2.50           | 1.50        |
| C-2 Attend Public Involvement Meeting                            | 1.00        | 1.00            | 1.00         | 1.00           | 0.00        |
| C-3 Summarize and Analyze Public Involvement Meeting Comments    | 0.50        | 0.00            | 0.50         | 1.00           | 0.50        |
| <b>Task C Totals</b>   | <b>2.50</b> | <b>1.50</b>     | <b>3.00</b>  | <b>4.50</b>    | <b>2.00</b> |
|  |             |                 |              |                |             |
| <b>Task D: Categorical Exclusion</b>                             |             |                 |              |                |             |
| D-1 Prepare Categorical Exclusion Checklist/Submit for Review    | 0.50        | 0.00            | 2.00         | 1.00           | 0.25        |
| D-2 Address Review Comments/Submit for Final Review and Approval | 0.25        | 0.00            | 1.00         | 0.50           | 0.25        |
| <b>Task D Totals</b>   | <b>0.75</b> | <b>0.00</b>     | <b>3.00</b>  | <b>1.50</b>    | <b>0.50</b> |
|  |             |                 |              |                |             |
| <b>TOTALS</b>  | <b>6.50</b> | <b>1.50</b>     | <b>12.50</b> | <b>10.50</b>   | <b>3.25</b> |

|  |                           |           |              |
|--|---------------------------|-----------|--------------|
| <b>Project No.</b> _____   |                           |           |              |
| <b>County</b> Jefferson  |                           |           |              |
| <b>Description</b> Cahaba Road/Hwy 280/Lane Park Road roundabout   |                           |           |              |
| <b>Scope of Work</b> Intersection Improvement  |                           |           |              |
| <b>Project Length</b> 0.30 Miles   |                           |           |              |
| <b>Consultant</b> Sain Associates  |                           |           |              |
| <b>Fee Proposal (Categorical Exclusion)</b>  |                           |           |              |
| <b>PERSONNEL COST</b>  |                           |           |              |
|  | Man-days x Daily Rate     |           |              |
| Project Manager (10% of Eng. & Env.)   | 1.90                      | \$ 360.96 | \$ 685.82    |
| Engineer   | 6.50                      | \$ 434.88 | \$ 2,826.72  |
| Engineering Technician/CADD  | 1.50                      | \$ 266.06 | \$ 399.09    |
| Environmental  | 12.50                     | \$ 470.80 | \$ 5,885.00  |
| Environmental Technician   | 10.50                     | \$ 269.20 | \$ 2,826.60  |
| Clerical   | 3.25                      | \$ 193.52 | \$ 628.94    |
|  | <b>Total Direct Labor</b> |           | \$ 13,252.17 |
| Combined Overhead (%)  | 187.20                    |           | \$ 24,808.06 |
| Out-of-Pocket Expenses**   |                           |           | \$ 584.05    |
|  | <b>Sub-Total</b>          |           | \$ 38,644.28 |
| Operating Margin (10%)   |                           |           | \$ 3,864.43  |
|  | <b>Sub-Total</b>          |           | \$ 42,508.71 |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                           |           |              |
| MRS, Inc (Cultural Resources)  |                           |           | \$ 5,100.00  |
| Bhate Environmental (T&E, Stream/Wetland, Haz Mat, Air)  |                           |           | \$ 16,500.00 |
| ATC (Noise)  |                           |           | \$ 11,850.00 |
|  |                           |           | \$ -         |
|  |                           |           | \$ -         |
|  |                           |           | \$ -         |
| Subconsultant Administration Expense (5%)  |                           |           | \$ 1,672.50  |
|  | <b>Sub-Total</b>          |           | \$ 77,631.21 |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.48                      |           | \$ 63.61     |
|  | <b>TOTAL FEE</b>          |           | \$ 77,694.82 |

\*\*See Grand Total Fee sheet

Project No. \_\_\_\_\_  
 County Jefferson  
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout  
 Scope of Work Intersection Improvement  
 Project Length 0.30 Miles  
 Consultant Sain Associates

**Out-of-pocket Expenses (Categorical Exclusion)**

**TRAVEL COST**

| Mileage Cost               | Trips | Miles/Trip | \$/Mile | Total            |
|----------------------------|-------|------------|---------|------------------|
| FHWA Kickoff Meeting       | 1     | 195        | \$0.540 | \$ 105.30        |
| Site Visit                 | 2     | 20         | \$0.540 | \$ 21.60         |
| Public Involvement Meeting | 1     | 10         | \$0.540 | \$ 5.40          |
|                            | 0     | 0          | \$0.540 | \$ -             |
| <b>Total Mileage Cost</b>  |       |            |         | <b>\$ 132.30</b> |

| Subsistence Cost   | Days | # People | \$/Day  | Total            |
|--|------|----------|---------|------------------|
| Travel allowance (6 hour trips)                            | 1    | 2        | \$11.25 | \$ 22.50         |
| 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 | \$ -             |
|  |      |          |         | \$ -             |
| <b>Total Subsistence Cost</b>                              |      |          |         | <b>\$ 22.50</b>  |
| <b>Total Travel Cost</b>                                   |      |          |         | <b>\$ 154.80</b> |

**PRINTING / REPRODUCTION COST**

| Type of printing/reproduction                  | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total            |
|--|-----------|------------|--------------|------------|------------------|
| Color Roll Maps for FHWA Kickoff Meeting       | 2         | 1          | 2            | \$ 12.00   | \$ 24.00         |
| Section 4(f) De Minimis Submittal              | 15        | 5          | 75           | \$ 0.25    | \$ 18.75         |
| CE Checklist Draft Submittal                   | 15        | 15         | 225          | \$ 0.25    | \$ 56.25         |
| CE Checklist Final Submittal                   | 15        | 15         | 225          | \$ 0.25    | \$ 56.25         |
| Color Roll Maps for Public Involvement Meeting | 2         | 1          | 2            | \$ 12.00   | \$ 24.00         |
|  | 0         | 0          | 0            | \$ -       | \$ -             |
| <b>Total Printing/Reproduction Cost</b>        |           |            |              |            | <b>\$ 179.25</b> |

|  |              |
|--|--------------|
| <b>Communication Cost (telephone, fax, etc.)</b> | <b>Total</b> |
|  | <b>\$ -</b>  |

|   |                  |
|---|------------------|
| <b>Postage Cost (overnight, stamps, etc.)</b> | <b>Total</b>     |
| Shipping and Handling for Submittals          | <b>\$ 250.00</b> |

|   |              |
|---|--------------|
| <b>Other (provide description on next line)</b> | <b>Total</b> |
|   | <b>\$ -</b>  |

**Total Out-of-pocket Expenses \$ 584.05**

Comments:

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

|  |             |             |             |             |
|--|-------------|-------------|-------------|-------------|
| Project No. _____<br>County <u>Jefferson</u><br>Description <u>Cahaba Road/Hwy 280/Lane Park Road roundabout</u><br>Scope of Work <u>Intersection Improvement</u><br>Project Length <u>0.30 Miles</u><br><br>Consultant <u>Sain Associates</u> |             |             |             |             |
| <b>FIELD SURVEY</b>  | PLS         | Crew        | Tech/CADD   | Clerical    |
| Based on a <b>0</b> Man Crew   |             |             |             |             |
| <b>Task A: Mobilization and Basic Control Survey</b>   |             |             |             |             |
| A-1 Mobilize/Demobilize  | 0.00        | 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 and set capped rebar  | 0.25        | 1.50        | 0.00        | 0.00        |
| A-4 Conduct On-site Inspection   |             |             |             |             |
| <b>Task A Totals</b>   | <b>1.25</b> | <b>2.00</b> | <b>0.00</b> | <b>0.50</b> |
| <b>Task B: Project Alignment and Profile</b>   |             |             |             |             |
| B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram  | 0.50        | 0.00        | 0.00        | 0.00        |
| B-2 Establish Centerline and set PIs, PCs, and PTs/Obtain Ground Profile   | 1.00        | 1.50        | 0.25        |             |
| B-3 Obtain Topographic Data  | 1.00        | 8.00        | 4.00        | 0.00        |
| <b>Task B Totals</b>   | <b>2.50</b> | <b>9.50</b> | <b>4.25</b> | <b>0.00</b> |
| <b>Task C: Supplemental Control Surveys and Data Gathering</b>   |             |             |             |             |
| C-1 Traverse Cross-Roads and Railroads   |             |             |             |             |
| C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms  | 0.25        |             | 1.00        |             |
| 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    |
|--|-------------|--------------|-------------|-------------|
|  |             |              |             |             |
| <b>Task C Totals</b>   | <b>0.25</b> | <b>0.00</b>  | <b>1.00</b> | <b>0.00</b> |
| <b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>  |             |              |             |             |
| D-1 Identify/Locate Utilities  | 0.50        | 1.50         | 0.50        | 0.00        |
| D-1 Coordination with Zoo for identification of utilities on their property                                      | 0.25        | 0.50         | 0.25        |             |
| <del>D-2 Obtain Hydrological Location Survey</del>   |             |              |             |             |
| D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline | 2.00        | 2.00         | 1.00        | 0.00        |
| D-4 Obtain Copies of Latest Deeds  | 1.00        | 0.00         | 0.00        | 0.00        |
| <del>D-5 Set &amp; Reference PIs, PCs, POTs, POCs, &amp; other critical points</del>                             |             |              |             |             |
| D-6 Reduce Survey Field Notes  | 1.00        | 0.00         | 0.50        | 0.00        |
| <del>D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map</del>                                    |             |              |             |             |
| D-8 Collect bore holes performed by geotech  | 0.25        | 1.00         | 0.50        |             |
| <b>Task D Totals</b>   | <b>5.00</b> | <b>5.00</b>  | <b>2.75</b> | <b>0.00</b> |
| <b>TOTALS</b>  | <b>9.00</b> | <b>16.50</b> | <b>8.00</b> | <b>0.50</b> |

|  |                           |           |                     |
|--|---------------------------|-----------|---------------------|
| <b>Project No.</b> _____   |                           |           |                     |
| <b>County</b> Jefferson  |                           |           |                     |
| <b>Description</b> Cahaba Road/Hwy 280/Lane Park Road roundabout   |                           |           |                     |
| <b>Scope of Work</b> Intersection Improvement  |                           |           |                     |
| <b>Project Length</b> 0.30 Miles   |                           |           |                     |
| <b>Consultant</b> Sain Associates  |                           |           |                     |
| <b>Fee Proposal (Field Survey)</b>   |                           |           |                     |
| <b>PERSONNEL COST</b>  |                           |           |                     |
|  | Man-days x Daily Rate     |           |                     |
| Project Manager (10% of PLS)   | 0.90                      | \$ 360.96 | \$ 324.86           |
| PLS  | 9.00                      | \$ 313.84 | \$ 2,824.56         |
| Survey Crew (see man-day sheet)  | 16.50                     | \$ 497.28 | \$ 8,205.12         |
| Engineering Technician/CADD  | 8.00                      | \$ 266.06 | \$ 2,128.48         |
| Clerical   | 0.50                      | \$ 193.52 | \$ 96.76            |
|  | <b>Total Direct Labor</b> |           | <b>\$ 13,579.78</b> |
| Combined Overhead (%)  | 187.20                    |           | \$ 25,421.35        |
| Out-of-Pocket Expenses**   |                           |           | \$ 379.60           |
|  | <b>Sub-Total</b>          |           | <b>\$ 39,380.73</b> |
| Operating Margin (10%)   |                           |           | \$ 3,938.07         |
|  | <b>Sub-Total</b>          |           | <b>\$ 43,318.80</b> |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                           |           |                     |
|  |                           |           | \$ -                |
|  |                           |           | \$ -                |
|  |                           |           | \$ -                |
| Subconsultant Administration Expense (5%)  |                           |           | \$ -                |
|  | <b>Sub-Total</b>          |           | <b>\$ 43,318.80</b> |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.48                      |           | \$ 65.18            |
|  | <b>TOTAL FEE</b>          |           | <b>\$ 43,383.98</b> |

Project No. \_\_\_\_\_  
 County Jefferson  
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout  
 Scope of Work Intersection Improvement  
 Project Length 0.30 Miles  
 Consultant Sain Associates

**Out-of-pocket Expenses (Field Survey)**

| <b>TRAVEL COST</b>  |           |            |              |            |               |
|---|-----------|------------|--------------|------------|---------------|
| Mileage Cost  | Trips     | Miles/Trip | \$/Mile      | Total      |               |
|   | 12        | 20         | \$0.540      | \$         | 129.60        |
|   | 0         | 0          | \$0.540      | \$         | -             |
|   | 0         | 0          | \$0.540      | \$         | -             |
|   | 0         | 0          | \$0.540      | \$         | -             |
| <b>Total Mileage Cost</b>                                     |           |            |              | \$         | <b>129.60</b> |
| <b>Subsistence Cost</b>                                       |           |            |              |            |               |
|   | 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      | \$         | -             |
|   |           |            |              | \$         | -             |
| <b>Total Subsistence Cost</b>                                 |           |            |              | \$         | <b>-</b>      |
| <b>Total Travel Cost</b>                                      |           |            |              | \$         | <b>129.60</b> |
| <b>PRINTING / REPRODUCTION COST</b>                           |           |            |              |            |               |
| Type of printing/reproduction                                 | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total         |
|   | 0         | 0          | 0            | \$ -       | \$ -          |
|   | 0         | 0          | 0            | \$ -       | \$ -          |
|   | 0         | 0          | 0            | \$ -       | \$ -          |
|   | 0         | 0          | 0            | \$ -       | \$ -          |
|   | 0         | 0          | 0            | \$ -       | \$ -          |
|   | 0         | 0          | 0            | \$ -       | \$ -          |
| <b>Total Printing/Reproduction Cost</b>                       |           |            |              | \$         | <b>-</b>      |
| <b>Communication Cost (telephone, fax, etc.)</b>              |           |            |              |            | Total         |
|   |           |            |              |            | \$ -          |
| <b>Postage Cost (overnight, stamps, etc.)</b>                 |           |            |              |            | Total         |
|   |           |            |              |            | \$ -          |
| <b>Other (provide description on next line)</b>               |           |            |              |            | Total         |
| Courthouse Research, Field Supplies (Rebar, Stakes, Paint...) |           |            |              |            | \$ 250.00     |
| <b>Total Out-of-pocket Expenses</b>                           |           |            |              | \$         | <b>379.60</b> |

Comments:

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



**Project No.** \_\_\_\_\_  
**County** Jefferson  
**Description** Cahaba Road/Hwy 280/Lane Park Road roundabout  
**Scope of Work** Intersection Improvement  
**Project Length** 0.30 Miles  
  
**Consultant** Sain Associates

| ROW Map, Tract Sketches and Deeds    |             |             |             |
|--------------------------------------|-------------|-------------|-------------|
|                                      | Engineer    | Tech/CADD   | Clerical    |
| <b>Estimated number of tracts=</b> 6 |             |             |             |
| <b>Task A: Right-of-Way Map</b>      | 2.00        | 2.50        | 0.00        |
| <b>Task B: Tract Sketches</b>        | 1.50        | 2.00        | 0.00        |
| <b>Task C: Deeds</b>                 | 1.50        | 2.00        | 0.00        |
|                                      | 0.00        | 0.00        | 0.00        |
|                                      | 0.00        | 0.00        | 0.00        |
| <b>TOTALS</b>                        | <b>5.00</b> | <b>6.50</b> | <b>0.00</b> |

**Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.**

|  |                           |           |              |
|--|---------------------------|-----------|--------------|
| <b>Project No.</b> _____   |                           |           |              |
| <b>County</b> Jefferson  |                           |           |              |
| <b>Description</b> Cahaba Road/Hwy 280/Lane Park Road roundabout   |                           |           |              |
| <b>Scope of Work</b> Intersection Improvement  |                           |           |              |
| <b>Project Length</b> 0.30 Miles   |                           |           |              |
| <b>Consultant</b> Sain Associates  |                           |           |              |
| <b>Fee Proposal (ROW Map, Tract Sketches &amp; Deeds)</b>  |                           |           |              |
| <b>PERSONNEL COST</b>  |                           |           |              |
|  | Man-days x Daily Rate     |           |              |
| Project Manager (10% of Eng.)  | 0.50                      | \$ 360.96 | \$ 180.48    |
| Engineer   | 5.00                      | \$ 434.88 | \$ 2,174.40  |
| Engineering Technician/CADD  | 6.50                      | \$ 266.06 | \$ 1,729.39  |
| Clerical   | 0.00                      | \$ 193.52 | \$ -         |
|  | <b>Total Direct Labor</b> |           | \$ 4,084.27  |
| Combined Overhead (%)  | 187.20                    |           | \$ 7,645.75  |
| Out-of-Pocket Expenses**   |                           |           | \$ -         |
|  | <b>Sub-Total</b>          |           | \$ 11,730.02 |
| Operating Margin (10%)   |                           |           | \$ 1,173.00  |
|  | <b>Sub-Total</b>          |           | \$ 12,903.02 |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                           |           |              |
|  |                           |           | \$ -         |
|  |                           |           | \$ -         |
|  |                           |           | \$ -         |
| Subconsultant Administration Expense (5%)  |                           |           | \$ -         |
|  | <b>Sub-Total</b>          |           | \$ 12,903.02 |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.48                      |           | \$ 19.60     |
|  | <b>TOTAL FEE</b>          |           | \$ 12,922.62 |

\*\*See Grand Total Fee sheet

|                                   |   |
|-----------------------------------|---|
| <b>Project No.</b>                |   |
| <b>County</b>                     | Jefferson                                     |
| <b>Description</b>                | Cahaba Road/Hwy 280/Lane Park Road roundabout |
| <b>Scope of Work</b>              | Intersection Improvement                      |
| <b>Project Length</b>             | 0.30 Miles                                    |
| <b>Consultant</b> Sain Associates |   |

**Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)**

| <b>TRAVEL COST</b>        |       |            |         |             |
|---------------------------|-------|------------|---------|-------------|
| Mileage Cost              | Trips | Miles/Trip | \$/Mile | Total       |
|                           | 0     | 0          | \$0.540 | \$ -        |
|                           | 0     | 0          | \$0.540 | \$ -        |
|                           | 0     | 0          | \$0.540 | \$ -        |
|                           | 0     | 0          | \$0.540 | \$ -        |
| <b>Total Mileage Cost</b> |       |            |         | <b>\$ -</b> |

| 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 | \$ -        |
|  |      |          |         | \$ -        |
| <b>Total Subsistence Cost</b>                              |      |          |         | <b>\$ -</b> |
| <b>Total Travel Cost</b>                                   |      |          |         | <b>\$ -</b> |

| <b>PRINTING / REPRODUCTION COST</b>     |           |            |              |            |             |
|---|-----------|------------|--------------|------------|-------------|
| Type of printing/reproduction           | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total       |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
| <b>Total Printing/Reproduction Cost</b> |           |            |              |            | <b>\$ -</b> |

|  |              |
|--|--------------|
| <b>Communication Cost (telephone, fax, etc.)</b> | <b>Total</b> |
|  | <b>\$ -</b>  |

|   |              |
|---|--------------|
| <b>Postage Cost (overnight, stamps, etc.)</b> | <b>Total</b> |
|   | <b>\$ -</b>  |

|   |              |
|---|--------------|
| <b>Other (provide description on next line)</b> | <b>Total</b> |
|   | <b>\$ -</b>  |

|                                     |             |
|-------------------------------------|-------------|
| <b>Total Out-of-pocket Expenses</b> | <b>\$ -</b> |
|-------------------------------------|-------------|

**Comments:**

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

| Project Number _____ CPMS # _____<br>County <u>Jefferson</u><br>Description <u>Cahaba Road/Hwy 280/Lane Park Road roundabout</u><br>Scope of work <u>Intersection Improvement</u><br>Length <u>0.30</u> miles<br>Consultant <u>Sain Associates</u> |                 |                    |       |            |       |
|--|-----------------|--------------------|-------|------------|-------|
| ROADWAY PLANS<br>SHEET TITLE   | NO OF<br>SHEETS | ESTIMATED MAN-DAYS |       |            |       |
|  |                 | ENGINEER           |       | TECHNICIAN |       |
|  |                 | SHEET              | TOTAL | SHEET      | TOTAL |
| ROADWAY PLANS<br>SHEET TITLE   | NO OF<br>SHEETS | ESTIMATED MAN-DAYS |       |            |       |
|  |                 | ENGINEER           |       | TECHNICIAN |       |
|  |                 | SHEET              | TOTAL | SHEET      | TOTAL |
| TITLE SHEET  | 1.00            | 0.07               | 0.07  | 0.13       | 0.13  |
| INDEX SHEET  | 1.00            | 0.07               | 0.07  | 0.13       | 0.13  |
| GEOMETRIC LAYOUT/SURVEY CONTROL  | 2.00            | 0.07               | 0.14  | 0.13       | 0.26  |
| PROJECT NOTE SHEET (Project)   | 1.00            | 0.13               | 0.13  | 0.50       | 0.50  |
| PROJECT NOTE SHEET (TCP)   | 1.00            | 0.07               | 0.07  | 0.13       | 0.13  |
| PROJECT NOTE SHEET (Signage)   | 1.00            | 0.13               | 0.13  | 0.25       | 0.25  |
| 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)  | 1.00            | 0.07               | 0.07  | 0.06       | 0.06  |
| PROJECT NOTE SHEET (Traffic Loops)   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| PLANS LEGEND & ABBREVIATIONS   | 2.00            | 0.07               | 0.14  | 0.13       | 0.26  |
| <b>TYPICAL SECTIONS</b>  |                 |                    |       |            |       |
| Main Roadway   | 6.00            | 0.50               | 3.00  | 1.00       | 6.00  |
| Cross Roads  | 2.00            | 0.50               | 1.00  | 1.00       | 2.00  |
| Detour & Misc.   | 1.00            | 0.25               | 0.25  | 1.00       | 1.00  |
| Ramps  | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Ditches  | 1.00            | 0.25               | 0.25  | 1.00       | 1.00  |
| Roundabout typical details   | 2.00            | 0.25               | 0.50  | 1.00       | 2.00  |
| <b>SUMMARY SHEET</b>   |                 |                    |       |            |       |
| Main Summary   | 2.00            | 0.50               | 1.00  | 1.00       | 2.00  |
| <b>SUMMARY BOX SHEETS</b>  |                 |                    |       |            |       |
| Roadway Drainage (non-culvert)   | 1.00            | 0.50               | 0.50  | 1.00       | 1.00  |
| Culvert Extension, New Culvert   | 0.50            | 0.25               | 0.13  | 0.50       | 0.25  |
| Bridge Culvert Extension, New Bridge Culvert   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Guardrail/End Anchors  | 0.25            | 0.13               | 0.03  | 0.25       | 0.06  |
| Slope Paving (Under Bridges)   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Side Drain Pipe  | 0.25            | 0.05               | 0.01  | 0.25       | 0.06  |
| Signing  | 0.75            | 0.13               | 0.10  | 0.50       | 0.38  |
| Base & Pavement  | 0.50            | 0.13               | 0.07  | 0.25       | 0.13  |
| Bridge   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Striping & Pavement Markings   | 0.75            | 0.25               | 0.19  | 1.00       | 0.75  |
| Curb & Gutter  | 0.50            | 0.13               | 0.07  | 0.25       | 0.13  |
| Bridge End Slabs   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Roadway Lighting   | 1.00            | 0.13               | 0.13  | 0.25       | 0.25  |
| Signals  | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| ITS  | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Sidewalk   | 0.50            | 0.50               | 0.25  | 1.00       | 0.50  |
| Slope Paving (Ditches)/Ditch Summary   | 0.50            | 0.25               | 0.13  | 1.00       | 0.50  |
| Concrete Safety Barrier  | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Retaining Wall   | 0.50            | 0.50               | 0.25  | 1.00       | 0.50  |
| Misc. Boxes  | 1.00            | 0.25               | 0.25  | 1.00       | 1.00  |
| Erosion Control  | 0.50            | 0.25               | 0.13  | 1.00       | 0.50  |
| Removal Items  | 1.00            | 0.13               | 0.13  | 0.50       | 0.50  |
| Utility Relocation   | 0.50            | 0.13               | 0.07  | 0.50       | 0.25  |
| Roundabout truck apron   | 0.50            | 0.25               | 0.13  | 0.50       | 0.25  |
| <b>PLAN &amp; PROFILE</b>  |                 |                    |       |            |       |
| Main Roadway   | 1.00            | 1.00               | 1.00  | 1.50       | 1.50  |
| Crossroads   | 2.00            | 1.00               | 2.00  | 1.50       | 3.00  |

| ROADWAY PLANS<br>SHEET TITLE                    | NO OF<br>SHEETS | ESTIMATED MAN-DAYS |       |            |       |
|---|-----------------|--------------------|-------|------------|-------|
|   |                 | ENGINEER           |       | TECHNICIAN |       |
|   |                 | SHEET              | TOTAL | SHEET      | TOTAL |
| Roundabouts details                             | 2.00            | 1.50               | 3.00  | 2.50       | 5.00  |
| Detours   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| Sidewalks                                       | 1.00            | 0.75               | 0.75  | 1.50       | 1.50  |
| Retaining Walls                                 | 1.00            | 1.00               | 1.00  | 2.00       | 2.00  |
| <b>PAVING LAYOUT (includes striping)</b>        |                 |                    |       |            |       |
| Main Roadway                                    | 1.00            | 0.25               | 0.25  | 0.50       | 0.50  |
| Crossroads                                      | 2.00            | 0.25               | 0.50  | 0.50       | 1.00  |
| Intersections details                           | 2.00            | 0.50               | 1.00  | 1.00       | 2.00  |
|   | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |
| <b>INTERCHANGES</b>                             |                 |                    |       |            |       |
| 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  |
| <b>TRAFFIC CONTROL</b>                          |                 |                    |       |            |       |
| Sequence of Construction                        | 1.00            | 0.25               | 0.25  | 0.50       | 0.50  |
| Summary & Items                                 | 1.00            | 0.25               | 0.25  | 0.50       | 0.50  |
| Typical Section Sketches                        | 9.00            | 0.25               | 2.25  | 0.50       | 4.50  |
| Layout Sheets (signs, devices, shifts, etc.)    | 9.00            | 0.75               | 6.75  | 1.25       | 11.25 |
| Special Drawings                                | 5.00            | 0.07               | 0.35  | 0.13       | 0.65  |
|   | 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  |
| <b>SIGNING</b>                                  |                 |                    |       |            |       |
| Sign Layout                                     | 2.00            | 0.50               | 1.00  | 1.00       | 2.00  |
| 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  |
| <b>SIGNALIZATION</b>                            |                 |                    |       |            |       |
| 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               | 0.25  | 0.00       | 0.50  |
| 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  |
| Capacity Analysis review                        | 0.00            | 0.00               | 1.50  | 0.00       | 1.00  |
| Traffic Forecasts                               | 0.00            | 0.00               | 0.50  | 0.00       | 2.00  |
| <b>ITS</b>                                      |                 |                    |       |            |       |
| 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  |
| <b>LIGHTING</b>                                 |                 |                    |       |            |       |
| Plan Layout                                     | 0.00            | 0.00               | 0.00  | 0.00       | 0.00  |

| ROADWAY PLANS<br>SHEET TITLE                         | NO OF<br>SHEETS | ESTIMATED MAN-DAYS |              |            |               |
|--|-----------------|--------------------|--------------|------------|---------------|
|  |                 | ENGINEER           |              | TECHNICIAN |               |
|  |                 | SHEET              | TOTAL        | SHEET      | TOTAL         |
| 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          |
| <b>UTILITY SHEETS</b>                                |                 |                    |              |            |               |
| Utility Locations - Existing                         | 3.00            | 0.130              | 0.39         | 0.25       | 0.75          |
| Utility Locations - Proposed                         | 3.00            | 0.130              | 0.39         | 0.50       | 1.50          |
| Coordination with Utility Owners (5 Owners) - 30%    |                 |                    | 2.00         |            | 1.50          |
| Coordination with Utility Owners (5 Owners) - 65%    |                 |                    | 2.00         |            | 1.50          |
| Meeting with Utility Owners - 65%                    |                 |                    | 2.50         |            | 2.00          |
| Coordination with Utility Owners (5 Owners) - 90%    |                 |                    | 2.00         |            | 1.50          |
| Utility Coordination Letter                          |                 |                    | 2.00         |            | 1.00          |
| <b>DRAINAGE SECTIONS</b>                             |                 |                    |              |            |               |
| Pipe & Culvert X-Sect./Hydraulic Computations        | 6.00            | 1.00               | 6.00         | 1.50       | 9.00          |
| Hydraulic Data Sheet                                 | 1.00            | 0.50               | 0.50         | 0.50       | 0.50          |
| Details  | 1.00            | 0.50               | 0.50         | 1.00       | 1.00          |
| Coordination with FEMA study                         | 0.00            | 0.00               | 2.00         | 0.00       | 1.00          |
| <b>SOIL SHEETS</b>                                   |                 |                    |              |            |               |
| Soil Boring Logs                                     | 2.00            | 0.06               | 0.12         | 0.13       | 0.26          |
| Soil Profile   | 1.00            | 0.06               | 0.06         | 0.13       | 0.13          |
|  | 0.00            | 0.00               | 0.00         | 0.00       | 0.00          |
| <b>EROSION CONTROL</b>                               |                 |                    |              |            |               |
| Legend & Sequence                                    | 1.00            | 0.00               | 0.00         | 0.13       | 0.13          |
| Phased Sheets (Phase I)                              | 2.00            | 0.25               | 0.50         | 1.00       | 2.00          |
| Phased Sheets (Phase II)                             | 2.00            | 0.50               | 1.00         | 1.00       | 2.00          |
| Phased Sheets (Phase III)                            | 2.00            | 0.25               | 0.50         | 1.00       | 2.00          |
| CBMPP & NOI  | 1.00            | 0.00               | 1.50         | 0.00       | 5.00          |
|  | 0.00            | 0.00               | 0.00         | 0.00       | 0.00          |
| <b>ROADWAY CROSS SECTIONS</b>                        |                 |                    |              |            |               |
| Main Roadway   | 7.00            | 0.50               | 3.50         | 0.75       | 5.25          |
| Crossroads   | 7.00            | 0.50               | 3.50         | 0.75       | 5.25          |
| Earthwork Balancing (Phased)                         | 2.00            | 0.75               | 1.50         | 1.50       | 3.00          |
|  | 0.00            | 0.00               | 0.00         | 0.00       | 0.00          |
| <b>REVIEW COMMENTS</b>                               |                 |                    |              |            |               |
| 30% Review   |                 |                    | 0.00         |            | 0.00          |
| Concept layout review and address comments           |                 |                    | 1.00         |            | 2.00          |
| Plan-in-Hand Inspection                              |                 |                    | 2.00         |            | 2.00          |
| PS&E Inspection                                      |                 |                    | 2.00         |            | 2.00          |
| <b>Cost Estimates</b>                                |                 |                    |              |            |               |
| Cost Estimates                                       |                 |                    | 1.00         |            | 1.00          |
| Design Hearing                                       |                 |                    | 0.00         |            | 0.00          |
| Concept Layout update based on traffic analysis      |                 |                    | 1.50         |            | 3.00          |
| Revisions following Public Involvement               |                 |                    | 0.00         |            | 0.00          |
| Site Visits (3)                                      |                 |                    | 3.00         |            | 3.00          |
| Prepare for and conduct meeting with affected owners |                 |                    | 2.00         |            | 1.00          |
| Meeting with Botanical Garden                        |                 |                    | 0.00         |            | 0.00          |
| Meeting with Ray Poyner                              |                 |                    | 0.00         |            | 0.00          |
| Meeting with Lane Park development                   |                 |                    | 0.00         |            | 0.00          |
| Meeting with Chamber for Village stores              |                 |                    | 0.00         |            | 0.00          |
| Meeting with gas station                             |                 |                    | 0.00         |            | 0.00          |
| Coordination with consultants in area                |                 |                    | 4.00         |            | 2.00          |
| Meeting with subconsultants                          |                 |                    | 0.00         |            | 0.00          |
| Meetings with City (3)                               |                 |                    | 3.00         |            | 3.00          |
| <b>SUB-TOTAL</b>                                     | <b>114.50</b>   |                    | <b>83.95</b> |            | <b>127.40</b> |
| 10% Supervision                                      |                 |                    | 8.40         |            |               |
| <b>TOTALS</b>  | <b>114.50</b>   |                    | <b>83.95</b> |            | <b>127.40</b> |

|  |                           |           |                      |
|--|---------------------------|-----------|----------------------|
| <b>Project No.</b> _____   |                           |           |                      |
| <b>County</b> Jefferson  |                           |           |                      |
| <b>Description</b> Cahaba Road/Hwy 280/Lane Park Road roundabout   |                           |           |                      |
| <b>Scope of Work</b> Intersection Improvement  |                           |           |                      |
| <b>Project Length</b> 0.30 Miles   |                           |           |                      |
| <b>Consultant</b> Sain Associates  |                           |           |                      |
| <b>Fee Proposal (Roadway Plans)</b>  |                           |           |                      |
| <b>PERSONNEL COST</b>  |                           |           |                      |
|  | Man-days x Daily Rate     |           |                      |
| Project Manager (10% of Eng.)  | 8.40                      | \$ 360.96 | \$ 3,032.06          |
| Engineer   | 83.95                     | \$ 434.88 | \$ 36,508.18         |
| Engineering Technician/CADD  | 127.40                    | \$ 266.06 | \$ 33,896.04         |
| Clerical   | 10.00                     | \$ 193.52 | \$ 1,935.20          |
|  | <b>Total Direct Labor</b> |           | <b>\$ 75,371.48</b>  |
| Combined Overhead (%)  | 187.20                    |           | \$ 141,095.41        |
| Out-of-Pocket Expenses**   |                           |           | \$ 9,176.38          |
|  | <b>Sub-Total</b>          |           | <b>\$ 225,643.27</b> |
| Operating Margin (10%)   |                           |           | \$ 22,564.33         |
|  | <b>Sub-Total</b>          |           | <b>\$ 248,207.60</b> |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                           |           |                      |
| Bhate Geosciences Corporation (Geotech)  |                           | \$        | 25,681.00            |
| Michael Wallwork (Roundabout Expert)   |                           | \$        | 9,300.00             |
| Southern Traffic Services (Traffic Counts)   |                           | \$        | 7,400.00             |
| Nimrod Long and Associates (Landscape Plans)   |                           | \$        | 23,476.00            |
| SSOE Group (Lighting Plans)  |                           | \$        | 6,528.00             |
| Subconsultant Administration Expense (5%)  |                           | \$        | 3,619.25             |
|  | <b>Sub-Total</b>          |           | <b>\$ 324,211.85</b> |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.48                      |           | \$ 361.78            |
|  | <b>TOTAL FEE</b>          |           | <b>\$ 324,573.63</b> |

\*\*See Grand Total Fee sheet

Project No. \_\_\_\_\_  
 County Jefferson  
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout  
 Scope of Work Intersection Improvement  
 Project Length 0.30 Miles  
 Consultant Sain Associates

**Out-of-pocket Expenses (Roadway Plans)**

**TRAVEL COST**

| Mileage Cost                                     | Trips | Miles/Trip | \$/Mile | Total            |
|--|-------|------------|---------|------------------|
| Site Visits                                      | 3     | 20         | \$0.540 | \$ 32.40         |
| Plan in Hand                                     | 1     | 26         | \$0.540 | \$ 14.04         |
| PS&E   | 1     | 26         | \$0.540 | \$ 14.04         |
| Meetings with property owners, City, consultants | 10    | 20         | \$0.540 | \$ 108.00        |
| <b>Total Mileage Cost</b>                        |       |            |         | <b>\$ 168.48</b> |

| Subsistence Cost   | Days | # People | \$/Day  | Total            |
|--|------|----------|---------|------------------|
| Travel allowance (6 hour trips)                            | 5    | 2        | \$11.25 | \$ 112.50        |
| 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 | \$ -             |
| <b>Total Subsistence Cost</b>                              |      |          |         | <b>\$ 112.50</b> |
| <b>Total Travel Cost</b>                                   |      |          |         | <b>\$ 280.98</b> |

**PRINTING / REPRODUCTION COST**

| Type of printing/reproduction           | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total              |
|---|-----------|------------|--------------|------------|--------------------|
| Plan in Hand                            | 25        | 100        | 2500         | \$ 0.52    | \$ 1,300.00        |
| PS&E                                    | 25        | 115        | 2875         | \$ 0.52    | \$ 1,495.00        |
| Quality Control                         | 12        | 115        | 1380         | \$ 0.52    | \$ 717.60          |
| Construction Bureau                     | 11        | 115        | 1265         | \$ 0.52    | \$ 657.80          |
| Office Engineer                         | 1         | 115        | 115          | \$ 15.00   | \$ 1,725.00        |
|   | 0         | 0          | 0            | \$ -       | \$ -               |
| <b>Total Printing/Reproduction Cost</b> |           |            |              |            | <b>\$ 5,895.40</b> |

|  |              |
|--|--------------|
| <b>Communication Cost (telephone, fax, etc.)</b> | <b>Total</b> |
|  | <b>\$ -</b>  |

|   |                    |
|---|--------------------|
| <b>Postage Cost (overnight, stamps, etc.)</b> | <b>Total</b>       |
|   | <b>\$ 1,500.00</b> |

|   |                    |
|---|--------------------|
| <b>Other (provide description on next line)</b> | <b>Total</b>       |
| ADEM Permit                                     | <b>\$ 1,500.00</b> |

**Total Out-of-pocket Expenses \$ 9,176.38**

Comments:

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

# MRS Consultants, LLC.

Cultural Resource Specialists Phase I Assessments Section 106 Compliance

February 24, 2016

Jennifer G. Brown  
Sain Associates, Inc.  
Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243

Re: Phase I Cultural Resources Survey for Proposed Improvements to the Cahaba Road and Highway 280 Intersection in Mountain Brook, Jefferson County, Alabama

Dear Ms. Brown:

Thank you for contacting MRS Consultants, LLC regarding the above referenced project. A cost proposal is attached for MRS to conduct a Phase I cultural resources assessment survey for the proposed project. The project involves improvements at the intersection of Cahaba Road and Highway 280. Improvements are proposed along the Highway 280 Exit road, Cahaba Road, Lane Park Road, and Culver Road, and will acquire additional right-of-way. The current project encompasses approximately 3,415 linear feet within an area measuring approximately 10-12 acres. All phases of the research will be conducted in compliance with the guidelines set forth by the Alabama Historical Commission (AHC) and will consider both archaeological and historic structural resources. The project will require that an Area of Potential Effect (APE) be investigated, which will extend beyond the limits of the direct construction impacts.

Preliminary research has determined that there are two potential issues for this project. First, the project encompasses a portion of downtown Mountain Brook. Therefore, there will be several buildings that are older than 50 years of age, which will need to be documented. Second, the old Red Mountain Cemetery, also known as South-Side Cemetery, is located beneath the Birmingham Zoo. The cemetery originated in 1893 as a "Potter's field," or paper's cemetery. The cemetery was used for only a few decades, but is said to contain over 4,700 graves. Research will need to be conducted to try to determine where the cemetery exists in relation to the project area.

This contract will entail a Phase I cultural resources assessment of the survey area. There will be three general stages to this project: 1) Background Research; 2) Field Research; and 3) Analysis and Reporting. Following is a brief description of each stage of research.

**Stage 1:** This stage of research includes the background research conducted before the field investigation. Background research will be conducted to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be consulted during the research, including but not necessarily limited to the Alabama State Site File (ASSF), the National Register of Historic Places (NRHP), the Alabama Register of Landmarks & Heritage (ARLH), and the Online Archaeological GIS website for Alabama.

**Stage 2:** This stage will include the field assessment of the project area, and will document archaeological sites, cemeteries, and historic structures. The project area will receive a pedestrian review. Standard archaeological techniques will be employed during the survey, especially visual observation of the ground surface and subsurface shovel testing. The majority of the study corridor exists within disturbed, industrial and urban environments; therefore, subsurface testing will be limited. No shovel

tests will be placed within residential yards. Environmental conditions and shovel tests will be documented on field maps. Shovel tests generally will measure 30 cm in diameter and will be excavated into subsoil. Soils will be sifted through a 6 mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged by provenience, and returned to the laboratory for analysis. Each discovered resource (archaeological sites, cemeteries, and historic structures) will be evaluated to a preliminary level necessary for determining its potential eligibility for inclusion on the NRHP. Standard information will be derived for each archaeological site, i.e. GPS coordinates, dimensions, vertical depth, positive/negative shovel tests, environmental context, photographs, sketch maps, etc. The architectural survey will include the direct construction zone as well as the surrounding APE. The survey will also document historic structures in the project area, which will likely include several buildings in downtown Mountain Brook.

**Stage 3:** This stage includes the laboratory analysis and preparation of the technical report and other documentation. Artifacts will undergo standard laboratory procedures, i.e. washing, analysis, and preparation for curation. ASSF forms will be completed for each archaeological site, which will be submitted to the ASSF for a permanent site number. Historic properties identified during the survey will be described. A technical report will be written detailing the survey and findings of the research. Recommendations of NRHP eligibility will be made for each cultural resource. Those cultural resources that are considered *Not Eligible* for the NRHP will be recommended for clearance. Those cultural resources that have an *Undetermined* or *Potentially Eligible* NRHP eligibility will be recommended for avoidance or additional research.

If you have any questions, please do not hesitate to call me on my cell phone at (205) 242-8650. We look forward to working with you, and thank you for considering MRS Consultants, LLC.

Sincerely,



Catherine C. Meyer  
MRS Consultants, LLC.

Enclosure

February 24, 2016

**COST PROPOSAL**

Phase I Cultural Resources Assessment  
for the Proposed Improvements to the Cahaba Road/Highway 280 Intersection  
in Mountain Brook, Jefferson County, Alabama

| <b>PERSONNEL COSTS</b>                                     | <b><u>No. Days</u></b>    | <b><u>Daily Rate</u></b> | <b><u>Costs</u></b> |
|--|---------------------------|--------------------------|---------------------|
| <b><u>Background Research/Administration</u></b>           |                           |                          |                     |
| MRS Cultural Resource Specialist                           | 2.00                      | \$350.00                 | \$700.00            |
| <b><u>Fieldwork</u></b>                                    |                           |                          |                     |
| MRS Cultural Resource Specialist                           | 2.00                      | \$350.00                 | \$700.00            |
| Archaeological Technician                                  | 2.00                      | \$250.00                 | \$500.00            |
| <b><u>Lab Analysis/Report/Drafting/Structure Forms</u></b> |                           |                          |                     |
| Archaeological Technician                                  | 2.00                      | \$250.00                 | \$500.00            |
| Cultural Resource Specialist                               | 6.00                      | \$350.00                 | <u>\$2,100.00</u>   |
|  | <b>Personnel Subtotal</b> |                          | <b>\$4,500.00</b>   |
| <b>OPERATING BUDGET</b>                                    |                           |                          |                     |
| AHC Research--Per Diem (\$20.00/day)                       | 1                         | \$20.00                  | \$20.00             |
| AHC Research--Mileage (.56/mile)                           | 250                       | \$0.540                  | \$135.00            |
| Fieldwork--Per Diem (\$20.00/day)                          | 4                         | \$20.00                  | \$80.00             |
| Fieldwork--Mileage (.56/mile)                              | 300                       | \$0.540                  | \$162.00            |
| Miscellaneous Supplies/Equipment                           |                           |                          | <u>\$25.00</u>      |
|  | <b>Total Operating</b>    |                          | <b>\$422.00</b>     |
| <b>INDIRECT COSTS ON OPERATING (43%)</b>                   |                           |                          | <b>\$181.46</b>     |
| <b>TOTAL COSTS</b>   |                           |                          | <b>\$5,103.46</b>   |
| <b>LUMP SUM/FIXED PRICE</b>                                |                           |                          | <b>\$5,100.00</b>   |



March 1, 2016

Sain Associates  
Two Perimeter Park South, Suite 500 East  
Birmingham, AL 35243

Attention: Ms. Alicia Baily, P.E.

Subject: Scope of Work and Proposed Budget  
Proposed Mountain Brook Village Roundabout  
Bhate Proposal Number 16-0023

Dear Ms. Baily:

Based on our discussions Bhate Environmental Associates, Inc. (Bhate) is please to present the following Scope of Work and Proposed Budget for environmental investigations associated with the Categorical Exclusion documentation for the Proposed Mountain Brook Village Roundabout project. The proposed work is divided into four work scopes, as follows:

### **Scope of Work**

#### **1 Ecological Impact Assessment**

Bhate will prepared a Vegetation/Wildlife Habitat Survey Report to assess for the presence of habitat conducive to the presence of Threatened and Endangered Species identified by the US Fish and Wildlife Service (USFWS) in the their letter dated February 22, 20116. The survey and accompanying report will be conducted by a qualified degreed biologist pursuant to USFWS protocols. Bhate anticipates that this survey and accompanying report will find no suitable habitat in the project area and form the basis for a "No impact anticipated" certification and concurrence from the USFWS. If appropriate habitat is identified additional investigations beyond the scope and budget of this proposal may be required.



## 2 Streams and Wetlands Delineation

### 2.1 Wetlands Assessment Methods

The presence of potential wetlands within the project area will be assessed in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation manual procedures and current Regional Supplements. Delineations are based on the presence of *hydrophilic vegetation, wetland hydrology, and hydric soils*. Information pertaining to vegetation, hydrology, and soil characteristics will be obtained from each assessment site and recorded on the form entitled *Wetland Determination Data Form – Eastern Mountain and Piedmont* in order to substantiate potential determinations and jurisdictional wetland line placement, if present.

In order to determine the site layout and characteristics and assist in the identification and location of potential jurisdictional wetlands and streams on the subject property, several readily-available maps and aerial photographs will be reviewed, including:

- Recent aerial photographs obtained from Terrain Navigator
- U.S. Geological Survey (USGS) 7.5 Minute topographic maps
- National Wetland Inventory (NWI) maps
- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey reports and maps

### 2.2 Stream Assessment Methods

Streams in the project area will be evaluated for overall stream quality and physical integrity based on the fish population, wildlife utilization, aquatic fauna diversity, and presence of macroinvertebrates, if applicable. The streams will also be assessed for available habitat such as vegetation, roots, and other preferred aquatic habitat, as well as streambank stability, morphologic alterations, depositional bar patterns, and sedimentation.

The *Department of the Army Mobile District, Corps of Engineers Standard Operating Procedure Compensatory Stream Mitigation Guidelines* (Stream SOP) will be used as a tool to provide a basic written framework, which will provide predictability and consistency for the development, review, and approval of compensatory stream mitigation plans. A key element of the Stream SOP is the establishment of a method for evaluating the quality of streams to be impacted and calculating proposed stream mitigation credits; however it can also be used to evaluate a stream for overall quality based on the stream's overall physical attributes.

The streams will be assessed using the scoring procedure in the Stream SOP. The streams will be evaluated based on factors provided in the Stream SOP.



The hydrologic indicators of the streams will be assessed by characterizing its groundwater flow/discharge observations, and other physical constituents such as presence of leaf litter, sediment on plants, wrack lines and redoximorphic features of the substrate. Sampling and observation of biological indicators also are used in this process to correlate the presence of vegetation, aquatic species with stream type. The presence of a specific species, either flora or fauna, can be an indicator of stream flow duration, and therefore assist in the classification or type of stream being identified.

### **2.3 Corps of Engineers Submittal and Permitting**

The wetlands and stream delineations will be submitted to the U.S. Army Corps of Engineers Birmingham Office for a permitting determination. At this time it is expected either that no permitting will be required or that the stream and wetlands impacts will fall under a Nationwide Permit. If a Nationwide Permit is appropriate for the Project Bhate intends to use Cultural Resource and Threatened and Endangered Species determinations made by others as part of the project Categorical Exclusion process to provide that information as part of the permitting process. If mitigations credits are required the extent of those credits will be determined during discussions with the Corps of Engineers and are not included in the costs for this streams and wetlands determination

### **3 Hazardous Materials Impact Assessment**

The principal source of impact to the site associated with hazardous materials is expected to be the existing gasoline station immediately south and east of the project boundary. This service station is expected to have been the site of past releases associated with underground storage tanks and other site activities. Bhate intends to review files available from the Alabama Department of Environmental Management (ADEM) to assess past reported site activities, groundwater flow directions and residual impacts. The effects of these potential impacts on the project activities and end use will be assessed and documented and recommendations made regarding mitigation measures, as appropriate.

This information will be used to obtain an Alabama Department of Transportation (ALDOT) Materials and Testing Clearance Letter.

### **4 Air Quality Impact Assessment**

Based on projected traffic flows and densities provided by others, Bhate will prepare a Project Air Report addressing the following criteria per ALDOT and Federal Highway Administration (FHWA) requirements:



#### **4.1 Ozone**

The Air report will demonstrate that the project is in conformance with the Statewide Transportation Improvement Plan (STIP).

#### **4.2 Carbon Monoxide**

The Air Report will assess project exemption from carbon monoxide hot spot analysis or document that no impact is anticipated due to National Ambient Air Quality Standard conformance.

#### **4.3 PM 2.5**

The Air Report will document that the PM 2.5 checklist was completed and submitted to the ALDOT Environmental Technical Section (ETS) Air Quality Coordinator to make an air quality concern determination.

#### **4.4 Mobile Source Air Toxics**

The Air Report will assess the potential for MSAT effects and document impacts pursuant to FHWA criteria.

### **Proposed Budget Allowance**

Bhate has developed the following budget based on the project information known at this time. It should be noted, however, that, depending on information derived during these environmental investigations additional ALDOT requirements and negotiations may necessitate additional costs.

|   |                       |
|---|-----------------------|
| • Ecological Impact Assessment          | <b>\$2,000</b>        |
| • Stream and Wetlands Delineation       | <b>\$10,000</b>       |
| • Hazardous Materials Impact Assessment | <b>\$2,500</b>        |
| • Air Quality Impact Assessment         | <b><u>\$2,000</u></b> |
| <b>Proposed Budge Allowance</b>         | <b>\$16,500</b>       |



We trust this information is sufficient for your purposes at this time. If you have any questions regarding the information contained in this report, please contact us at 205.918.4000.

Respectfully Submitted by,  
Bhatia Environmental Associates, Inc.

Regulatory Director

Program Manager



ENVIRONMENTAL • GEOTECHNICAL  
BUILDING SCIENCES • MATERIALS TESTING

ATC Group Services LLC

200 Wellington Manor Court  
Suite 100  
Birmingham, AL 35007

Phone +1 205 733 8775  
Fax +1 205 733 8954  
[www.atcassociates.com](http://www.atcassociates.com)

February 29, 2016

Alicia Bailey, P.E.  
Team Leader / Transportation  
Sain Associates, Inc.  
Two Perimeter Park South  
Suite 500 East  
Birmingham, AL 35243  
Direct: (205) 263-2169  
Cell: (205) 910-2699  
Email: [abailey@sain.com](mailto:abailey@sain.com)

Subject: **Proposal for Traffic Noise Analysis (TNA)**  
US-280 / Cahaba Road Intersection Improvement  
Birmingham and Mountain Brook, Jefferson County, Alabama  
ATC Proposal Number: 003-2016-0032

Ms. Bailey:

ATC Group Services LLC (ATC) appreciates the opportunity to submit to Sain Associates, Inc. (the "Client" or "Sain") this proposal to complete a Traffic Noise Analysis (TNA) at the above referenced property (the "project area").

## **1.0 PROJECT UNDERSTANDING**

ATC understands that you have requested us to conduct a TNA at the above referenced project area<sup>1</sup>. Specifically, the project area includes the immediate vicinity surrounding the intersection of Cahaba Road, U.S. Highway 280, Culver Road, and Lane Park, located in Birmingham and Mountain Brook, Jefferson County, Alabama. Sain has informed us that the current intersection is to be replaced with a roundabout.<sup>2</sup>

## **2.0 TRAFFIC NOISE ANALYSIS (TNA)**

### **2.1 Scope of Services**

ATC will conduct the TNA will be conducted in accordance with the Alabama Department of Transportation (ALDOT) Highway Traffic Noise Analysis and Abatement Policy and Guidance document dated July 31, 2011.

---

<sup>1</sup> See attached drawing and aerial photograph provided by Sain Associates, Inc.

<sup>2</sup> ATC understands that Sain will provide us with traffic information and plans, as well as other information necessary for the TNA. Further, Sain has indicated that while their client is the City of Mountain Brook, their contract and all plans and reports will be reviewed and approved by the Alabama Department of Transportation (ALDOT).

**Proposal for Traffic Noise Analysis (TNA)**  
 US-280 / Cahaba Road Intersection Improvement  
 Birmingham and Mountain Brook, Jefferson County, Alabama  
 ATC Proposal Number: 003-2016-0032  
 February 29, 2016



The TNA will include each Noise Activity Category present in the study area. The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) Version 2.5 or newer will be used to perform traffic noise modeling for the project. ATC will derive the vehicular speed used in the TNM for future condition from the project design speed and average pavement type will be used. For the existing condition, the posted speed limit in the study area will be used.<sup>3</sup>

ATC assumes that the traffic counts used in the TNM will be provided by Sain or ALDOT (or others) and that these actual measurements, with concurrent traffic counts of existing/ambient noise levels, were taken in the field within the study area during the time of day that is perceived to be the worst hourly impact for comparison to the model results. Existing/ambient noise levels will be measured in general accordance with the current version of the FHWA's Measurement of Highway-Related Noise document. We anticipate that a maximum of six (6) measurement locations will be employed.

The FHWA accepts a tolerance of +/- 3.0 dB(A) for model validation. If the variation is greater than this, the discrepancy must be identified and the model corrected, or additional measurements must be taken. ATC anticipates that if the variation exceeds the FHWA tolerance, no additional measurements will be needed. ATC will conduct validation of traffic counts at the time of the measurement of existing/ambient noise levels for a minimum of fifteen (15) minutes. The count number will then be equated to an hourly volume. The results from the model validation will be summarized in the TNA report.

## **2.2 Third Party Reliance**

The final TNA report will be addressed with reliance to Sain. If reliance is to be provided to another party, that party must accept the terms and limitations in the report and the Master Services Agreement will provide three (3) "reliance" letters to be issued to Sain designees over a 24-month period, if requested.

## **3.0 ESTIMATED FEES**

**ATC proposes to perform the Traffic Noise Analysis for a lump sum amount of \$11,850.00.** The proposed lump sum amount is based on certain Sain responsibilities that include, but are not limited to:

- Providing or arranging to provide ATC timely access to the project area;
- Submitting to ATC accurate project area information; and
- Providing or arranging to provide ATC available documentation (plans, etc.) and pertinent traffic information.

## **4.0 PROJECT DELIVERABLES AND SCHEDULE**

Following written authorization to proceed, ATC intends to conduct the TNA and report findings as described in the table below.

---

<sup>3</sup> ATC requests that we be informed by Sain should these assumptions require revision.

**Proposal for Traffic Noise Analysis (TNA)**  
 US-280 / Cahaba Road Intersection Improvement  
 Birmingham and Mountain Brook, Jefferson County, Alabama  
 ATC Proposal Number: 003-2016-0032  
 February 29, 2016



| Task                 | Deliverable Format             | Schedule  |
|----------------------|--------------------------------|---|
| Field Work           | n/a                            | Commence within 15 business days of receipt of written authorization to proceed. <sup>4</sup> |
| Preliminary findings | Via email                      | Within 15 - 21 business days following completion of Field Work.                              |
| Draft report         | Via email                      | Within 15 business days of completion of Preliminary Findings.                                |
| Final report         | 1 electronic copy <sup>*</sup> | Within 15 business days of receipt of Sain's comments on Draft Report.                        |

<sup>\*</sup> Hardcopies of each report can be reproduced for a fee of \$75 per copy.

## 5.0 CONDITIONS OF ENGAGEMENT

This proposal may be accepted by signing a copy and returning it to ATC. The Proposal for Services shall constitute the exclusive services to be completed for this project. This proposal is valid only if authorized within 60 days from the proposal date. ATC cannot initiate this scope of work without written authorization, acceptance of the Client Service Agreement, and clearance through our accounting system.

## 6.0 AUTHORIZATION

All work will be conducted in accordance with the attached Client Service Agreement that has been mutually agreed upon between the Client and Cardno. As stated in the Client Service Agreement, payment is due within 30 days of invoicing. If the proposal is acceptable, please sign and return one copy of the Proposal Acceptance Agreement, required for project activation and scheduling. Please contact the undersigned if you have any questions.

Respectfully submitted,

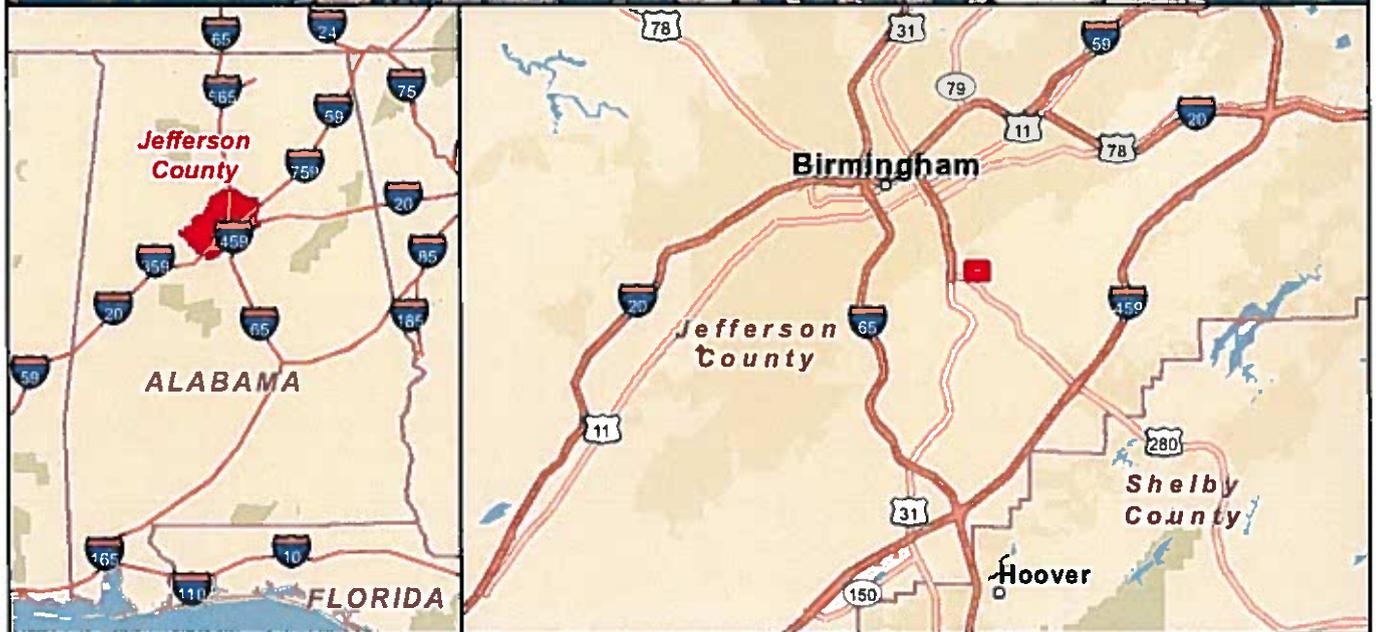
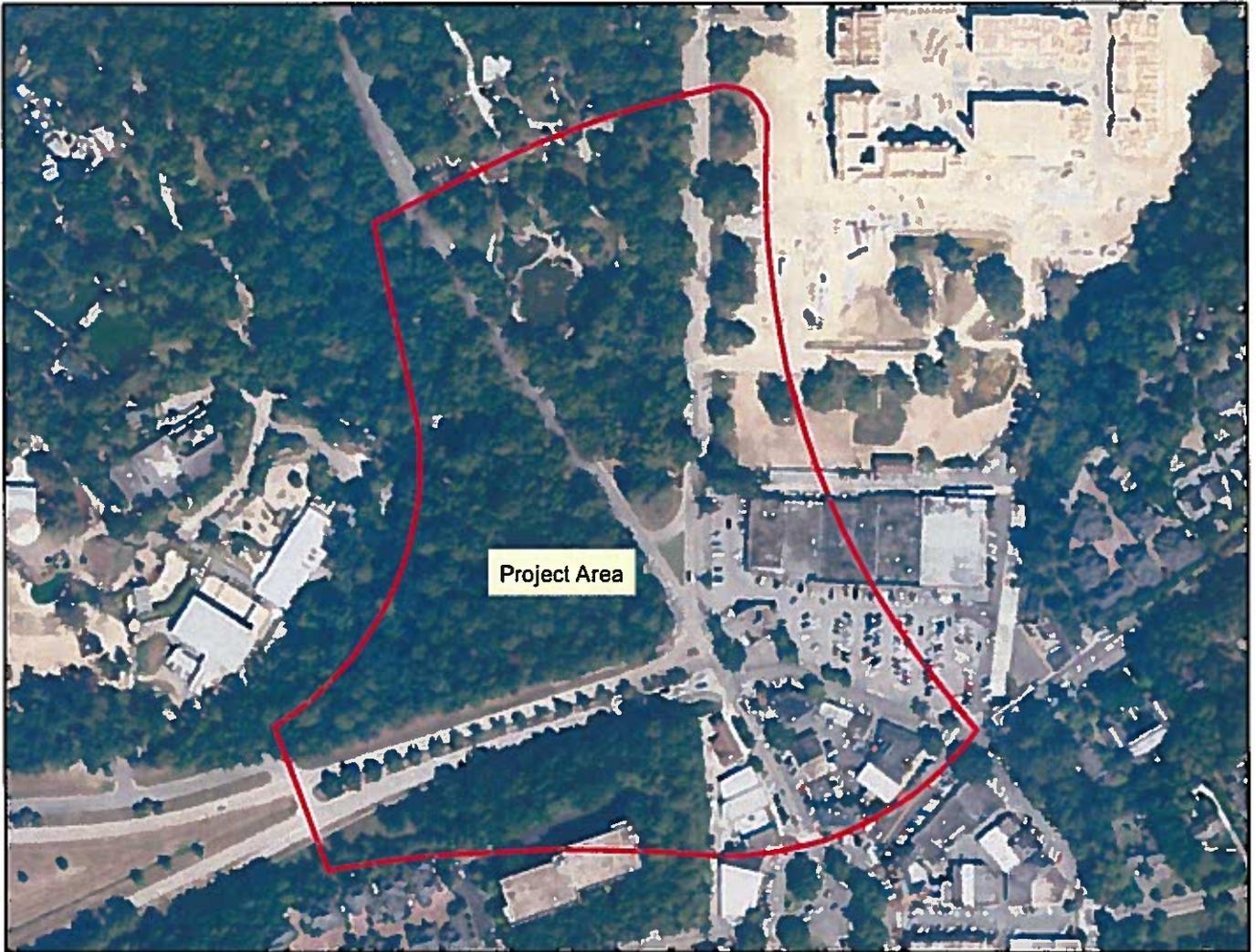
ATC Group Services LLC

Fred R. DeLeon, Jr., P.E., P.G.  
 Principal Engineer  
 Email: [fred.deleon@atcassociates.com](mailto:fred.deleon@atcassociates.com)

Stephanie Pryor, P.E.  
 Project Engineer  
 Email: [stephanie.pryor@atcassociates.com](mailto:stephanie.pryor@atcassociates.com)

Encl: Sain Supplied Information  
 Proposal Acceptance Agreement  
 Client Services Agreement

<sup>4</sup> The schedule can change due to weather conditions and access-related issues.



**SAIN**  
associates  
consulting engineers  
& surveyors



NOT TO SCALE

Location Map

US-280/Cahaba Road Intersection Improvement  
Birmingham and Mountain Brook, Alabama



**Bhate Geosciences Corporation**  
Geotechnical, Materials, Environmental Engineers

5217 5<sup>th</sup> Avenue South  
Birmingham, Alabama 35212  
Phone: (205) 591-7062  
Fax: (205) 591-7184  
Web: <http://www.bhate-eng.com>

February 24, 2016

Ms. Alicia Bailey, P.E.  
Sain Associates, Inc.  
244 West Valley Avenue, Suite 200  
Birmingham, Alabama 35209

**Subject:** Proposal for Subsurface Exploration,  
Geotechnical Engineering Evaluation and  
Materials Report  
Cahaba Road Improvements & Roundabout  
Birmingham, Alabama  
BHATE Reference Number: 8512-16

Dear Ms. Bailey:

BHATE Geosciences Corporation (BHATE) is pleased to submit the following proposal to conduct a subsurface exploration and geotechnical evaluation of the subject site. In this proposal, we have outlined the following:

- Our understanding of the project
- Proposed scope of services
- Geotechnical report
- Estimated budget
- Schedule

#### **PROJECT UNDERSTANDING**

**Project information:** Based on preliminary information provided by your office, we understand the following:

- **Project Location and Description:** The project site is located near the intersection of Cahaba Road and Culver Road in Mountain Brook, Alabama. It is our understanding that the road improvement project begins near the intersection of Cahaba Road and Culver Road and continues north along Cahaba Road and Lane Park Road, west along the Cahaba Road extension to US Highway 280 and south along Cahaba Road. Preliminary information provided to us indicates that two roundabouts are being considered; one near the intersection of Cahaba Road and Lane Park Road and one near the intersection of Culver Road and the Cahaba Road extension to US Highway 280. It is expected that construction of the roundabouts would require right of way from the adjacent properties. Also, additional improvements to the intersection at Cahaba Road and Culver Road will likely include some road widening work as well as lighting, landscaping, and sidewalks.

QUALITY • SERVICE • EXCELLENCE • SAFETY

- **Current Site Description:** The project area contains several existing asphalt paved roadways such as Cahaba Road, Culver Road, Lane Park Road and the US 280 ramp as well as sidewalks, grass covered medians, etc.

The west side of the proposed roundabout at Cahaba Road and Lane Park Road as well as approximately half of the new ramp alignment to be located at the US 280 intersection is currently undeveloped and covered with dense brush and mature trees. An existing stone monument sign for the Birmingham Zoo is also located in this area. In addition, much of this area is located behind an existing chain-link fence that appears to envelop the Birmingham Zoo Property. *We expect that some clearing of trees and brush will be required to create some rough cleared roads for our drilling equipment to gain access the wooded, undeveloped portion of the project site. You have also indicated that some ROW issues will have to be addressed regarding this area. We've assumed that Right of Entry will be granted to BHATE to explore this portion of the project site and that BHATE will not be responsible for restoring the disturbed portions of the property to a near-undisturbed condition.*

- **ALDOT Requirements:** You requested that our geotechnical report be prepared in accordance with ALDOT requirements and suitable for an ALDOT review. We have prepared the following cost estimate based on the amount of work required to meet the ALDOT standards contained in ALDOT Bureau of Materials and Tests Procedure 390-Procedure for Conducting Soil Surveys and Preparing Materials Reports, Revised February 14, 2012.

In view of the project information provided to us, it appears that some portions of the project, such as Cahaba Road between the two roundabouts, could be considered a Short Widening Project by ALDOT standards. Other portions of the project, such as the undeveloped portion of the southernmost roundabout and the realignment of the US 280 Ramp, would be considered as Grade, Drain, Base and Pave projects. Consequently, we are proposing to perform soil test borings along the centerline of the project in the areas of the roundabouts and the new US 280 Ramp alignment. Conversely, asphalt cores to determine individual layer thicknesses will be taken at approximately six (6) to 10 locations along Cahaba Road as well as near the southernmost roundabout at Culver Road and Lane Park Road.

- **Slopes:** It is our understanding that a cut slope will likely be required near the west side of the roundabout planned at the intersection of Cahaba Road and Lane Park Road. We anticipate this slope will be less than 15 feet in height. According to ALDOT requirements, formal slope stability analysis is not required. However, we will perform some preliminary slope stability analyses and provide cut slope considerations in our report pertaining to this portion of the project.
- **Culvert Extensions:** You indicated that two existing culverts along Cahaba Road may have to be extended to accommodate the planned road widenings. Based on observations made during our February 16, 2016 visit to the site, the culvert areas are not accessible to our drilling equipment. However, we have included time in our proposal to manually explore the culvert extension areas with a steel rod and/or hand auger probes in an effort to identify the presence of near surface soft soils.

- **Site Access Conditions for Equipment:** As stated above, due to the undeveloped conditions of portions of the site near the intersection of US 280 Ramp and Cahaba Road, we anticipate that some access preparation will be necessary. Although efforts will be made to avoid the large trees, there is a possibility that some trees could be damaged as a result of access road preparation. In addition, piles of vegetation debris would remain on the site. Site restoration such as restoring vegetation and ground cover is not included in our scope of services; nor is installation of erosion control measures. Also, we anticipate that traffic control will be necessary to protect our personnel from traffic during the field work at this site.

**Anticipated Geology:** Based on our review of the geologic publication titled "Engineering Geology of Jefferson County, Alabama (1979) it appears that the subject site is underlain by soils derived from the Floyd Shale Formation. The Floyd Shale Formation typically consists of dark gray shale, with thin beds of sandstone, siltstone, limestone and chert occurring locally. Rock outcrops are rare because the Floyd Shale readily weathers to brown or light gray clay.

The soil overburden above the bedrock typically consists of moderately plastic clay and usually ranges from approximately 7 to 15 feet in thickness. The clayey soils derived from the Floyd Shale can often exhibit high shrink swell potential and relatively low remolded shear strengths. The residual soil is typically considered moisture-sensitive because it exhibits a strength loss when wetted.

Due to the high degree of weathering to which the Floyd Shale is subjected, it is often present in low areas, which appears to be the case at the subject site. In addition, groundwater seepage and springs are also common in the Floyd Shale because it often occurs in topographic lows.

### **PROPOSED SCOPE OF SERVICES**

Based on your request for proposal during our February 16, 2016 site meeting and our understanding of the project, our proposed scope of services includes the following:

1. Field services, including site reconnaissance, manual exploration, site access and drilling coordination, sample logging and data compilation.
2. A Pavement Evaluation and Distress Condition Survey will be performed in accordance with ALDOT Bureau of Materials and Tests Procedure 392. *Take note that Falling Weight Deflectometer (FWD) testing is not included in our proposed scope of services.*
3. Soil test borings: Four borings drilled to a depth of 20 feet or refusal, along the west side of the proposed roundabout at the intersection of Cahaba Road and Lane Park Road; including mobilization and sampling.
4. Asphalt coring: We will contract a local coring company to extract cores of the existing asphalt pavement from approximately seven (7) locations along the alignment of Cahaba Road and Lane Park Road.
5. Traffic control will be provided during the field activities in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003 edition. It is our understanding that the City of Mountain Brook could possibly provide a shadow vehicle during our field activities.

6. Laboratory tests: soil moisture content, Atterberg Limits, Wash #200 sieve and sieve analysis tests will be performed on representative samples of the on-site soils.
7. Engineering evaluation and geotechnical report preparation with ten copies furnished.

### **GEOTECHNICAL REPORT**

Based on the scope of services described, our report will address the following items:

1. A description of the project and location map.
2. Discussion of site geology and surface conditions including thickness and type of existing pavement layers.
3. A description of the subsurface conditions at the soil test boring locations.
4. Laboratory test results.
5. Asphalt coring reports (color photographic log) and pavement condition survey information.
6. Identification of unsuitable materials, soft soils, and/or muck and recommendations for treatment of such soils.
7. Locations of areas that may require subgrade stabilization, and a recommended method of stabilization.
8. Groundwater conditions, if encountered in the borings and dewatering recommendations if appropriate.
9. Pavement recommendations based on ALDOT's "equivalent build-up" method in areas where widening will occur along the project. Also, a recommended new pavement section will be provided for the proposed roundabout areas and the new ramp alignment that is to be located west of the intersection of Cahaba Road and Lane Park Road. You informed us that traffic data on which to base the new pavement section would be provided to us by your office.

## **ESTIMATED BUDGET**

Our services will be provided based on the indicated scope and charged on the basis of our unit-fee schedule. The following budget is prepared based on certain assumed conditions at the site.

Our services will be conducted on a unit-rate basis in accordance with our current ALDOT approved contract rates. However, based on the proposed scope of services and assuming no unusual subsurface conditions are encountered, our budget estimate is **\$25,681.00**. Submittal of the written report would culminate the services to be provided under this proposal. If site conditions encountered during exploration warrant additional exploration or evaluation, then we would notify you and discuss the recommended additional services. However, the budget would not be exceeded without your authorization. In the event problem subsurface conditions are encountered near the 20' target termination depth of the borings, it would probably be necessary to extend the borings to a greater depth to gauge the magnitude of the problem soils.

### **Budget Notes and Allowances:**

1. Our services will be provided based on our unit fees for the amount of exploration required to evaluate the subsurface conditions. If problem conditions are discovered during our initial exploration or if it appears that additional exploration is appropriate to better evaluate the subsurface conditions, we will notify you. Soil test borings have been included for evaluating proposed slopes and pavement subgrade soils. If soft soils are encountered during the field exploration, we will contact you to discuss the soil conditions and the need for additional exploration.
2. Supplementary design consultation regarding project specifications, bid documents, etc. is not included in this budget estimate and would be billed separately based on actual time spent by the personnel involved.
3. It should be acknowledged that no costs associated with surveying of boring locations have been included in this budget estimate. ALDOT requires that a certain level of accuracy be adhered to when staking the boring locations. We have assumed that Sain Associates would provide the survey services.

## **SITE ACCESS & UTILITY LOCATION**

Taking into account the information provided to us and our observations during our visit to the site, it does not appear that the proposed boring locations would be accessible to our drilling rigs unless improvements are made to the ground. Access preparation will be necessary to permit our drilling equipment to reach the planned boring locations. We will coordinate rental/subcontract of equipment for preparation of access trails at cost+15 percent. We estimate that one full day (8 hours) will be required to perform the access preparation. We have included a cost of \$1,400.00 in our base budget estimate for this function.\*

We have assumed that prior to our commencing exploration operations all underground utilities are clearly marked and identified in the field by the client. Locating utilities is not included in our proposed scope of services; however, we do have the in-house ability to conduct an underground utility survey as an added service. BHATE does not assume responsibility for damage to any unknown, unidentified or uncharted utilities or underground structures at the site.

### **EROSION CONTROL MEASURES**

During the course of access preparation near the southernmost roundabout, some ground disturbance will occur. Our intent is to minimize the area disturbed; however, some sediment control measures will likely be required. Our intent is to stabilize any disturbed surfaces by mulching with straw and basic grass seed. We have included a cost of \$1,000.00 in our base budget estimate for this purpose.\*

**\*-Material quantities and equipment hours have been estimated based on site conditions encountered during our visit to the site on 2-16-16. Actual quantities and time spent could differ depending on site conditions encountered at the time the field exploration is performed.**

### **SCHEDULE OF SERVICE PERFORMANCE**

We can commence our field exploration within five (5) business days after receiving written authorization to proceed. Arranging traffic control and signage, and conducting the subsurface exploration and laboratory testing are expected to require approximately three weeks to complete. We anticipate that an oral report of subsurface conditions can be provided shortly after field exploration is complete and a written report of our findings within two weeks after our field and laboratory services are complete.

### **GENERAL NOTES AND AUTHORIZATION**

We will perform those services outlined above. Client and BHATE may subsequently agree in writing to provide additional services under this agreement for additional, negotiated compensation. Services we provide will be consistent with the engineering standards prevailing at the time and in the area that the services are performed; no other warranty is expressed or implied, is intended.

The attached General Terms and Conditions should be acknowledged as a part of this proposal. A signed copy of the attached Proposal Acceptance Sheet, returned to our office will serve as our authorization to proceed with the exploration.

### **CLOSING**

We appreciate the opportunity to present this proposal and are available to discuss the proposed scope of services with you. If you have any questions or need modifications to our scope of services, we would be happy to consider such changes. We look forward to working with you.

Respectfully submitted,  
**BHATE Geosciences Corporation**

*Dennis Isbell*

Dennis Isbell  
Project Professional

*Charles R. Burgin*

Charles R. Burgin, P.G., P.E.  
Principal



February 18, 2016

Alicia Bailey, PE  
Team Leader/Transportation  
Two Perimeter Park South, Suite 500 East  
Birmingham, AL 35243

RE: Cahaba Rd/Hwy 280 assist with construction plan preparation for 2 roundabouts

Dear Alicia,

I am pleased to submit this proposal to undertake the following scope of services to assist your company with developing construction plans for this project.

#### SCOPE OF SERVICES

1. Revise capacity analysis to confirm roundabout lane arrangements
2. Review and refine the roundabout layouts that your company prepares checking vehicle paths and speed as when as A.D.A. requirements etc.
3. Provide assistance on construction staging and maintenance of traffic
4. Undertake 2 construction plan reviews

#### MATERIALS TO BE PROVIDED

1. Peak hour fully directional traffic counts.
2. AutoCAD files with modified layouts
3. Construction plans for reviews

#### DELIVERABLES

1. A short report that includes a summary of the analysis
2. Suggestions for roundabout layout refinement as needed
3. AutoCAD files with suggested refinements
4. Construction plan reviews





**Southern Traffic Services, Inc.**

2911 Westfield Road  
Phone: 800- 786- 3374

Gulf Breeze, FL 32563  
Fax: 850- 934- 0373

February 26, 2016

Mr. Cochran:

Thank you for considering Southern Traffic Services, Inc. for your data collection needs. If you need any additional information, please don't hesitate to contact me.

2- Up to 8 hour Turning Movements @ \$500.00 per site  
2- Turning Movement Counts = \$1,000.00

6- 96 hour classification/speed counts @ \$100.00 per lane/per day  
16 lanes @ 100.00 PL/PD = \$6,400.00

**Grand Total- \$7,400.00**

Thanks,

Justin Smith  
Project Manager



| Project Number #REF! CPMS # _____<br>County #REF! _____<br>Description #REF! _____<br>Scope of work Intersection Improvement _____<br>Length #REF! _____ miles<br>Consultant Nimrod Long and Assoc |                 |                    |              |            |              |
|--|-----------------|--------------------|--------------|------------|--------------|
| LANDSCAPE PLANS<br>SHEET TITLE   | NO OF<br>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         |
| GEOMETRIC LAYOUT/SURVEY CONTROL  | 0.00            | 0.00               | 0.00         | 0.00       | 0.00         |
| PROJECT NOTE SHEET   | 1.00            | 0.50               | 0.50         | 1.00       | 1.00         |
| PLANS LEGEND & ABBREVIATIONS   | 0.00            | 0.00               | 0.00         | 0.00       | 0.00         |
| <b>SUMMARY SHEET</b>   |                 |                    |              |            |              |
| Main Summary   | 0.50            | 0.50               | 0.25         | 0.00       | 0.00         |
| <b>SUMMARY BOX SHEETS</b>  |                 |                    |              |            |              |
| Landscape  | 0.50            | 1.00               | 0.50         | 1.50       | 0.75         |
| <b>PLAN &amp; PROFILE</b>  |                 |                    |              |            |              |
| Sidewalk Concept Layout  | 2.00            | 1.00               | 2.00         | 0.50       | 1.00         |
| Roundabout Circle Concept Detail   | 1.00            | 2.00               | 2.00         | 1.00       | 1.00         |
| <b>LANDSCAPE</b>   |                 |                    |              |            |              |
| Plan Layout  | 5.00            | 1.50               | 7.50         | 2.00       | 10.00        |
| Special Details  | 1.00            | 1.00               | 1.00         | 2.00       | 2.00         |
| <b>REVIEW COMMENTS</b>   |                 |                    |              |            |              |
| Plan-in-Hand Inspection  |                 |                    | 1.00         |            |              |
| Site Visits  |                 |                    | 1.00         |            |              |
| PS&E Inspection  |                 |                    | 1.00         |            | 2.00         |
| <b>Cost Estimates</b>  |                 |                    |              |            |              |
| Design Hearing   |                 |                    | 1.00         |            | 1.00         |
|  |                 |                    | 0.00         |            | 0.00         |
| <b>SUB-TOTAL</b>   | <b>11.00</b>    |                    | <b>17.75</b> |            | <b>18.75</b> |
| 10% Supervision  |                 |                    | 1.78         |            |              |
| <b>TOTALS</b>  | <b>11.00</b>    |                    | <b>17.75</b> |            | <b>18.75</b> |

|  |                           |           |              |
|--|---------------------------|-----------|--------------|
| <b>Project No.</b> #REF!   |                           |           |              |
| <b>County</b> #REF!  |                           |           |              |
| <b>Description</b> Cahaba Road/Hwy280/Lane Park Road roundabout  |                           |           |              |
| <b>Scope of Work</b> Intersection Improvement  |                           |           |              |
| <b>Project Length</b> 0.30 Miles   |                           |           |              |
| <b>Consultant</b> Nimrod Long and Associates   |                           |           |              |
| <b>Fee Proposal (Landscape Plans)</b>  |                           |           |              |
| <b>PERSONNEL COST</b>  |                           |           |              |
|  | Man-days x Daily Rate     |           |              |
| Project Manager (10% of Eng.)  | 1.78                      | \$ 312.48 | \$ 556.21    |
| Landscape Architect  | 17.75                     | \$ 289.44 | \$ 5,137.56  |
| Production Assistant   | 18.75                     | \$ 125.04 | \$ 2,344.50  |
|  | <b>Total Direct Labor</b> |           | \$ 8,038.27  |
| Combined Overhead (%)  | 165.30                    |           | \$ 13,287.26 |
| Out-of-Pocket Expenses**   |                           |           | \$ 16.20     |
|  | <b>Sub-Total</b>          |           | \$ 21,341.73 |
| Operating Margin (10%)   |                           |           | \$ 2,134.17  |
|  | <b>Sub-Total</b>          |           | \$ 23,475.90 |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                           |           |              |
|  |                           |           | \$ -         |
|  |                           |           | \$ -         |
|  |                           |           | \$ -         |
| Subconsultant Administration Expense (5%)  |                           |           | \$ -         |
|  | <b>Sub-Total</b>          |           | \$ 23,475.90 |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.00                      |           | \$ -         |
|  | <b>TOTAL FEE</b>          |           | \$ 23,475.90 |

\*\*See Grand Total Fee sheet

|  |  |
|--|--|
| <b>Project No.</b>                           | #REF!  |
| <b>County</b>                                | #REF!  |
| <b>Description</b>                           | Cahaba Road/Hwy280/Lane Park Road roundabout |
| <b>Scope of Work</b>                         | Intersection Improvement                     |
| <b>Project Length</b>                        | 0.30 Miles                                   |
| <b>Consultant</b> Nimrod Long and Associates |  |

**Out-of-pocket Expenses (Landscape Plans)**

| <b>TRAVEL COST</b>        |       |            |         |                 |
|---------------------------|-------|------------|---------|-----------------|
| Mileage Cost              | Trips | Miles/Trip | \$/Mile | Total           |
| Site Visits               | 3     | 10         | \$0.540 | \$ 16.20        |
|                           | 0     | 0          | \$0.540 | \$ -            |
|                           | 0     | 0          | \$0.540 | \$ -            |
|                           | 0     | 0          | \$0.540 | \$ -            |
| <b>Total Mileage Cost</b> |       |            |         | <b>\$ 16.20</b> |

| 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 | \$ -            |
|  |      |          |         | \$ -            |
| <b>Total Subsistence Cost</b>                              |      |          |         | <b>\$ -</b>     |
| <b>Total Travel Cost</b>                                   |      |          |         | <b>\$ 16.20</b> |

| <b>PRINTING / REPRODUCTION COST</b>     |           |            |              |            |             |
|---|-----------|------------|--------------|------------|-------------|
| Type of printing/reproduction           | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total       |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
| <b>Total Printing/Reproduction Cost</b> |           |            |              |            | <b>\$ -</b> |

|  |              |
|--|--------------|
| <b>Communication Cost (telephone, fax, etc.)</b> | <b>Total</b> |
|  | <b>\$ -</b>  |

|   |              |
|---|--------------|
| <b>Postage Cost (overnight, stamps, etc.)</b> | <b>Total</b> |
|   | <b>\$ -</b>  |

|   |              |
|---|--------------|
| <b>Other (provide description on next line)</b> | <b>Total</b> |
|   | <b>\$ -</b>  |

|                                     |                 |
|-------------------------------------|-----------------|
| <b>Total Out-of-pocket Expenses</b> | <b>\$ 16.20</b> |
|-------------------------------------|-----------------|

**Comments:**

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



|                         |              |
|-------------------------|--------------|
| Project Number _____    | CPMS # _____ |
| County _____            |              |
| Description _____       |              |
| Scope of work _____     |              |
| Length 0.00 _____ miles |              |
| Consultant _____        |              |

| ROADWAY PLANS<br>SHEET TITLE                 | NO OF<br>SHEETS | ESTIMATED MAN-DAYS |       |            |       |
|--|-----------------|--------------------|-------|------------|-------|
|  |                 | ENGINEER           |       | TECHNICIAN |       |
|  |                 | SHEET              | TOTAL | SHEET      | TOTAL |
| TITLE SHEET                                  |                 |                    |       |            |       |
| INDEX SHEET                                  |                 |                    |       |            |       |
| GEOMETRIC LAYOUT/SURVEY CONTROL              |                 |                    |       |            |       |
| PROJECT NOTE SHEET (Project)                 |                 |                    |       |            |       |
| PROJECT NOTE SHEET (TCP)                     |                 |                    |       |            |       |
| PROJECT NOTE SHEET (Signage)                 |                 |                    |       |            |       |
| PROJECT NOTE SHEET (Signals)                 |                 |                    |       |            |       |
| PROJECT NOTE SHEET (ITS)                     |                 |                    |       |            |       |
| PROJECT NOTE SHEET (Lighting)                |                 |                    |       |            |       |
| PROJECT NOTE SHEET (Traffic Loops)           |                 |                    |       |            |       |
| PLANS LEGEND & ABBREVIATIONS                 |                 |                    |       |            |       |
| <b>TYPICAL SECTIONS</b>                      |                 |                    |       |            |       |
| Main Roadway                                 |                 |                    |       |            |       |
| Cross Roads                                  |                 |                    |       |            |       |
| Detour & Misc.                               |                 |                    |       |            |       |
| Ramps  |                 |                    |       |            |       |
| Ditches                                      |                 |                    |       |            |       |
| <b>SUMMARY SHEET</b>                         |                 |                    |       |            |       |
| Main Summary                                 |                 |                    |       |            |       |
| <b>SUMMARY BOX SHEETS</b>                    |                 |                    |       |            |       |
| Roadway Drainage (non-culvert)               |                 |                    |       |            |       |
| Culvert Extension, New Culvert               |                 |                    |       |            |       |
| Bridge Culvert Extension, New Bridge Culvert |                 |                    |       |            |       |
| Guardrail/End Anchors                        |                 |                    |       |            |       |
| Slope Paving (Under Bridges)                 |                 |                    |       |            |       |
| Side Drain Pipe                              |                 |                    |       |            |       |
| Signing                                      |                 |                    |       |            |       |
| Base & Pavement                              |                 |                    |       |            |       |
| Bridge                                       |                 |                    |       |            |       |
| Striping & Pavement Markings                 |                 |                    |       |            |       |
| Curb & Gutter                                |                 |                    |       |            |       |
| Bridge End Slabs                             |                 |                    |       |            |       |
| Roadway Lighting                             |                 |                    |       |            |       |
| Signals                                      |                 |                    |       |            |       |
| ITS  |                 |                    |       |            |       |
| Sidewalk                                     |                 |                    |       |            |       |
| Slope Paving (Ditches)/Ditch Summary         |                 |                    |       |            |       |
| Concrete Safety Barrier                      |                 |                    |       |            |       |
| Retaining Wall                               |                 |                    |       |            |       |
| Misc. Boxes                                  |                 |                    |       |            |       |
| Erosion Control                              |                 |                    |       |            |       |
| Removal Items                                |                 |                    |       |            |       |
| Utility Relocation                           |                 |                    |       |            |       |
| <b>PLAN &amp; PROFILE</b>                    |                 |                    |       |            |       |
| Main Roadway                                 |                 |                    |       |            |       |
| Crossroads                                   |                 |                    |       |            |       |
| Detours                                      |                 |                    |       |            |       |
| Retaining Walls                              |                 |                    |       |            |       |

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

| ROADWAY PLANS<br>SHEET TITLE                  | NO OF<br>SHEETS | ESTIMATED MAN-DAYS |       |            |       |
|---|-----------------|--------------------|-------|------------|-------|
|   |                 | ENGINEER           |       | TECHNICIAN |       |
|   |                 | SHEET              | TOTAL | SHEET      | TOTAL |
| <b>UTILITY SHEETS</b>                         |                 |                    |       |            |       |
| Utility Locations (plan/profile)              |                 |                    |       |            |       |
| <b>DRAINAGE SECTIONS</b>                      |                 |                    |       |            |       |
| Pipe & Culvert X-Sect./Hydraulic Computations |                 |                    |       |            |       |
| Hydraulic Data Sheet                          |                 |                    |       |            |       |
| Details                                       |                 |                    |       |            |       |
| <b>SOIL SHEETS</b>                            |                 |                    |       |            |       |
| Soil Boring Logs                              |                 |                    |       |            |       |
| Soil Profile                                  |                 |                    |       |            |       |
| <b>EROSION CONTROL</b>                        |                 |                    |       |            |       |
| Legend & Sequence                             |                 |                    |       |            |       |
| Phased Sheets (Phase I)                       |                 |                    |       |            |       |
| Phased Sheets (Phase II)                      |                 |                    |       |            |       |
| Phased Sheets (Phase III)                     |                 |                    |       |            |       |
| CBMPP & NOI                                   |                 |                    |       |            |       |
| <b>ROADWAY CROSS SECTIONS</b>                 |                 |                    |       |            |       |
| Main Roadway                                  |                 |                    |       |            |       |
| Crossroads                                    |                 |                    |       |            |       |
| Earthwork Balancing                           |                 |                    |       |            |       |
| <b>REVIEW COMMENTS</b>                        |                 |                    |       |            |       |
| 30% Review                                    |                 |                    | 0.00  |            | 0.00  |
| Plan-in-Hand Inspection                       |                 |                    | 0.00  |            | 0.00  |
| PS&E Inspection                               |                 |                    | 0.00  |            | 0.00  |
| <b>Cost Estimates</b>                         |                 |                    |       |            |       |
| Cost Estimates                                |                 |                    | 0.00  |            | 0.00  |
| Design Hearing                                |                 |                    | 0.00  |            | 0.00  |
| <b>SUB-TOTAL</b>                              |                 |                    |       |            |       |
|   | 5.00            |                    | 4.00  |            | 5.00  |
| 10% Supervision                               |                 |                    | 0.40  |            |       |
| <b>TOTALS</b>                                 |                 |                    |       |            |       |
|   | 5.00            |                    | 4.00  |            | 5.00  |

|  |                           |           |             |
|--|---------------------------|-----------|-------------|
| <b>Project No.</b> _____   |                           |           |             |
| <b>County</b> _____  |                           |           |             |
| <b>Description</b> _____   |                           |           |             |
| <b>Scope of Work</b> _____   |                           |           |             |
| <b>Project Length</b> <u>0.00</u> Miles  |                           |           |             |
| <b>Consultant</b> _____  |                           |           |             |
| <b>Fee Proposal (Roadway Plans)</b>  |                           |           |             |
| <b>PERSONNEL COST</b>  |                           |           |             |
|  | Man-days x Daily Rate     |           |             |
| Project Manager (10% of Eng.)  | 0.40                      | \$ 462.00 | \$ 184.80   |
| Engineer   | 4.00                      | \$ 285.00 | \$ 1,140.00 |
| Engineering Technician/CADD  | 5.00                      | \$ 208.70 | \$ 1,043.50 |
| Clerical   | 1.00                      | \$ 161.54 | \$ 161.54   |
|  | <b>Total Direct Labor</b> |           | \$ 2,529.84 |
| Combined Overhead (%)  | 130.00                    |           | \$ 3,288.79 |
| Out-of-Pocket Expenses**   |                           |           | \$ 115.50   |
|  | <b>Sub-Total</b>          |           | \$ 5,934.13 |
| Operating Margin (10%)   |                           |           | \$ 593.41   |
|  | <b>Sub-Total</b>          |           | \$ 6,527.54 |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                           |           |             |
|  |                           |           | \$ -        |
|  |                           |           | \$ -        |
|  |                           |           | \$ -        |
| Subconsultant Administration Expense (5%)  |                           |           | \$ -        |
|  | <b>Sub-Total</b>          |           | \$ 6,527.54 |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.00                      |           | \$ -        |
|  | <b>TOTAL FEE</b>          |           | \$ 6,527.54 |

\*\*See Grand Total Fee sheet

|                       |            |
|-----------------------|------------|
| <b>Project No.</b>    | _____      |
| <b>County</b>         | _____      |
| <b>Description</b>    | _____      |
| <b>Scope of Work</b>  | _____      |
| <b>Project Length</b> | 0.00 Miles |
| <b>Consultant</b>     | _____      |

**Out-of-pocket Expenses (Roadway Plans)**

| <b>TRAVEL COST</b>   |           |            |              |            |                  |
|--|-----------|------------|--------------|------------|------------------|
| Mileage Cost   | Trips     | Miles/Trip | \$/Mile      | Total      |                  |
|  | 0         | 0          | \$0.540      | \$         | -                |
|  | 0         | 0          | \$0.540      | \$         | -                |
|  | 0         | 0          | \$0.540      | \$         | -                |
|  | 0         | 0          | \$0.540      | \$         | -                |
| <b>Total Mileage Cost</b>                                  |           |            |              | \$         | -                |
| 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      | \$         | -                |
|  |           |            |              | \$         | -                |
| <b>Total Subsistence Cost</b>                              |           |            |              | \$         | -                |
| <b>Total Travel Cost</b>                                   |           |            |              | \$         | -                |
| <b>PRINTING / REPRODUCTION COST</b>                        |           |            |              |            |                  |
| Type of printing/reproduction                              | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total            |
|  | 6         | 5          | 30           | \$ 3.85    | \$ 115.50        |
|  | 0         | 0          | 0            | \$ -       | \$ -             |
|  | 0         | 0          | 0            | \$ -       | \$ -             |
|  | 0         | 0          | 0            | \$ -       | \$ -             |
|  | 0         | 0          | 0            | \$ -       | \$ -             |
|  | 0         | 0          | 0            | \$ -       | \$ -             |
| <b>Total Printing/Reproduction Cost</b>                    |           |            |              |            | \$ 115.50        |
| <b>Communication Cost (telephone, fax, etc.)</b>           |           |            |              |            | <b>Total</b>     |
|  |           |            |              |            | \$ -             |
| <b>Postage Cost (overnight, stamps, etc.)</b>              |           |            |              |            | <b>Total</b>     |
|  |           |            |              |            | \$ -             |
| <b>Other (provide description on next line)</b>            |           |            |              |            | <b>Total</b>     |
|  |           |            |              |            | \$ -             |
| <b>Total Out-of-pocket Expenses</b>                        |           |            |              |            | <b>\$ 115.50</b> |

**Comments:**

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

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 14th day of November, 2016.

**Sain Associates**

**City of Mountain Brook, Alabama**

By : \_\_\_\_\_

By : \_\_\_\_\_

Its : \_\_\_\_\_

Its : \_\_\_\_\_

**RESOLUTION NO. 2016-187**

**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 020 – Restaurant Retail Liquor license to CB7 of Mountain Brook, LLC (trade name Charbar No. 7) located at 900 Jemison Lane, Mountain Brook, AL 35223.

**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 14th day of November, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 14th day of November, 2016.

\_\_\_\_\_  
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 meeting held on November 14, 2016, 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: 20161109150148043**

**Type License:** 020 - RESTAURANT RETAIL LIQUOR      **State:** \$300.00 **County:** \$300.00  
**Type License:**      **State:**      **County:**  
**Trade Name:** CHARBAR NO 7      **Filing Fee:** \$50.00  
**Applicant:** CB7 OF MOUNTAIN BROOK LLC      **Transfer Fee:**  
**Location Address:** 900 JEMISON LANE    MOUNTAIN BROOK, AL 35223  
**Mailing Address:** 13900 CONLAN CIRCLE; SUITE 240    CHARLOTTE, NC 28277  
**County:** JEFFERSON **Tobacco sales:** NO      **Tobacco Vending Machines:**  
**Type Ownership:** LLC

**Book, Page, or Document info:** 00327 0888

**Date Incorporated:** 08/18/2014 **State incorporated:** AL      **County Incorporated:** MONTGOMERY

**Date of Authority:** 08/18/2014      **Alabama State Sales Tax ID:** 00000000

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

| Name:                                  | Title:          | Date and Place of Birth:    | Residence Address:                        |
|--|-----------------|-----------------------------|---|
| TYLER ALEXANDER HAGER<br>24152911 - NC | MANAGING MEMBER | 10/02/1984<br>CHARLOTTE, NC | 2319 HASSELL PLACE<br>CHARLOTTE, NC 28209 |
|  |                 |                             |   |
|  |                 |                             |   |

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 a corporation 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:** STEVE ARNOLD  
**Business Phone:** 704-281-0692  
**Fax:**

**Home Phone:** 205-703-5404  
**Cell Phone:** 205-703-5404  
**E-mail:** TYLER@CHARBAR.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: 20161109150148043**

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **EVSON INC 000-000-0000**  
 What is lessors primary business? **COMMERCIAL 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: **5000** Display Square Footage:  
 Building seating capacity: **188** Does Licensed premises include a patio area? **YES**  
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**  
 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)?

| <b>Name:</b> | <b>Violation &amp; Date:</b> | <b>Arresting Agency:</b> | <b>Disposition:</b> |
|--------------|------------------------------|--------------------------|---------------------|
|              |                              |                          |                     |
|              |                              |                          |                     |
|              |                              |                          |                     |



# STATE OF ALABAMA

## ALCOHOLIC BEVERAGE CONTROL BOARD

### ALCOHOL LICENSE APPLICATION



**Confirmation Number: 20161109150148043**

**Initial each**

JBP  
JBP

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.

JBP

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.

N/A

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.

N/A

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

N/A

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

JBP

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.

JBP

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.

JBP

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):

*James B. Pittman Jr. Attorney in Fact*

Signature of Applicant:

*[Signature]* Attorney in Fact

Notary Name (print):

*Michael W. Mitchell*

Notary Signature:

*[Signature]*

Commission expires:



**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:**



**CITY OF MOUNTAIN BROOK**

P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.2400  
Facsimile: 205.879.6913  
[www.mtnbrook.org](http://www.mtnbrook.org)

---

November 15, 2016

Ms. Valencia Johnson  
Alabama ABC Board  
234 Aquarius Drive, Suite 103  
Homewood, AL 35209

Facsimile: (205) 942-2102

Dear Ms. Johnson:

Attached is a copy of a resolution passed at the November 14, 2016, City Council meeting recommending the issuance of a 020 – Restaurant Retail Liquor license to:

CB7 of Mountain Brook, LLC  
(Trade name Charbar No. 7)  
900 Jemison Lane  
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone  
City Clerk

Enclosure

c: Steve Arnold ([tyler@charbar.com](mailto:tyler@charbar.com))  
Jon Archer ([associate@jbplaw.com](mailto:associate@jbplaw.com))