

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING AGENDA
3928 Montclair Road – City Council Room, Suite 230
Mountain Brook, AL
Monday, March 25, 2013
5:30 p.m.**

1. Safe-Routes-to-Schools sidewalk update – Nimrod Long of Nimrod Long and Associates.(See attached information)
2. Phase 5b sidewalks project update along Lakeshore Drive – Nimrod Long of Nimrod Long and Associates (See attached information)
3. Cahaba River Park update – Nimrod Long of Nimrod Long & Associates.(See attached information)
4. Additional handrails and revised crosswalk for Phase 6 sidewalk project – Nimrod Long of Nimrod Long and Associates and Jim Meads of Sain Associates. (See attached information. These items may be added to the formal agenda.)
5. Three-way stop proposal on Gerald Place at North Lane – Chief Cook.(See attached information. This item could be added to the formal agenda.)
6. Rental Lease update for City Hall at 3928 Montclair Road – Whit Colvin. (See attached information. This item could be added to the formal agenda.)
7. Latent Conditions and Open and Pending Change Orders for the Municipal Complex project – Robert McElroy of Brasfield and Gorrie.(See attached information. These items may be added to the formal agenda)
8. Chess Set design for the municipal complex-Virginia Smith (See attached information. This item may be added to the formal agenda)

Sam Gaston

From: Dave Giddens
Sent: Wednesday, March 20, 2013 5:00 PM
To: Nimrod Long; Sam Gaston
Cc: Joel Eliason
Subject: RE: 3 items

Sam,

Nim caught some grammar errors from the e-mail I just sent. I have corrected them below.

Sam,

Safe Routes to School -

Our revisions are complete. Renya Hooks at ALDOT informed me yesterday that I can have mylars produced of all the drawings, and she will forward them to Montgomery. That should get done by this Friday or Monday. The project should make either the May 31, 2013 Bid Letting or June 28. Renya could not say which one.

Phase 5B Sidewalks -

NLA has been focused on the SRTS project and the Phase 6 project, which are wrapping up. We should be able to start finishing the Phase 5B plans soon, which were about 90% complete.

Cahaba River Park-

We're wrapping up construction documents for Cahaba Park now -- drawings are nearly complete. The draft specifications will be finished next week. Nim would like to pre-qualify bidders for this work so we need to discuss the overall bid schedule and how to accomplish pre-qualification.

Thanks,

Dave Giddens
Principal, LEED AP

Nimrod Long and Associates, Inc.

2213 Morris Avenue
Birmingham, AL 35203
(205) 323-6072
www.nimrodlong.com
(205) 324-6128 Fax
(205) 515-7299 Cell

From: Nimrod Long
Sent: Wednesday, March 20, 2013 4:26 PM
To: Dave Giddens
Subject: Fwd: 3 items

Nimrod W.E. Long III
FASLA, LEED AP
President

Nimrod Long and Associates

3/21/2013



BOB RILEY
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1020 BANKHEAD HWY. WEST
P.O. BOX 2745
BIRMINGHAM, ALABAMA 35202-2745
Telephone: (205) 328-5820



JOE MCINNES
TRANSPORTATION DIRECTOR

May 13, 2010

The Honorable Lawrence T. Oden
Mayor, City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. STPBH-CN10()
Jemison Trail/Shades Creek
Greenway Connection, City of
Mountain Brook

Dear Mayor Oden:

Please find attached a copy of the fully executed original agreement between the Alabama Department of Transportation and the City of Mountain Brook. This is for your file and instructions for construction of the above referenced project.

This is **not** a notice to proceed with construction on this project. You will be given an official written notice to proceed when the Federal Highway Administration has informed the Alabama Department of Transportation that the project has been authorized for construction.

You may submit your plans, specifications and the project budget to the Department while you are waiting on authorization to proceed with construction. The budget is described in Part Two: Project Provisions section "E" of the original agreement. Please read section "E" of the agreement carefully and be governed by its contents in order to not hold up the letting of the project.

If there are any questions, please contact Mrs. Renya Hooks of this office, phone (205) 581-5883.

Sincerely,

Brian C. Davis
Division Engineer

BCD/LAT/RMH/trs
Attachment
C: File w/att.

LEGEND

- PLACE OF WORSHIP
- LIBRARY / PUBLIC BUILDING
- SCHOOL
- PARKS AND GREENSPACE
- VILLAGES OF MOUNTAIN BROOK
- EXISTING WALKWAYS AND TRAILS
- DESIGNED PHASES (PHASE #)
- FUTURE PHASES (PHASE #)



WALKWAY MASTER PLAN

MOUNTAIN BROOK, ALABAMA



**AGREEMENT
FOR
CONSTRUCTION**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA**

**PROJECT STPBH-CN10()
Jemison Trail/Shades Creek Greenway Connection
Mountain Brook, Alabama
Jefferson County**

PART ONE: INTRODUCTION

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as CITY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the CITY desire to cooperate in a construction project for the Jemison Trail/ Shades Creek Greenway Connection, to construct sidewalks along Shades Creek Parkway (SR-149) from Cahaba Road (Jemison Park Trailhead) to Windsor Drive at the crosswalk to Brookwood Village in the City of Mountain Brook, Alabama.

WHEREAS, Federal Transportation funds are dedicated specifically to the Birmingham area by the 2005 Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Surface Transportation Program Funds, Birmingham Attributable (STPBH).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

PART TWO: PROJECT PROVISIONS

- A. Project Description: This Agreement will cover all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the CITY. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be 80 percent of eligible costs.

- B. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent CITY funds, not to exceed a maximum sum of \$725,600.00 in federal funds. Funds will be available for obligation when allocation by FHWA is made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated Cost</u>	<u>Total Estimated Federal Funds</u>	<u>Estimated Local Funds</u>
Construction Including Engineering and Inspection	<u>\$907,000.00</u>	<u>\$725,600.00</u>	<u>\$181,400.00</u>
Total	\$907,000.00	\$725,600.00	\$181,400.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for any overruns.

- C. The CITY will not be reimbursed for any costs in excess of the awarded amount. The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the CITY. After obligation, these funds are available until expended.
- D. Project Funding: It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work for which reimbursement is requested.
- E. Project Budget: The CITY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and dates of such approval by each party. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement.
- F. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the FHWA.
- G. Ownership of Property: All work accomplished under the provisions of this agreement will be accomplished on property owned by or will be acquired by the CITY at no expense to the STATE or FHWA. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, the terms of the lease will not be less than the expected life of the improvements.
- H. Acquisition of Property: Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal

7.

Uniform Relocation Assistance Act, all federal environmental laws, and all other applicable state and federal laws.

- I. Utilities Relocation: The CITY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be considered as a part of the project cost, with the CITY paying for its proportional share. The STATE will not be liable for utility expenses, which are not eligible for STATE reimbursement or payment under state law.
- J. Protection of Interest: No change in use or ownership of real property acquired or improved with funds provided under the terms of this agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA will be credited on a prorata share any revenues received by the CITY from the sale or lease of property, which is the site of the federally funded project.
- K. Purchase of Project Equipment and/or Services: The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulation, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The CITY will, when authorized by the STATE, solicit bids and make awards for services pursuant to this agreement. Otherwise, the STATE will solicit bids for construction when the entire bid package (plans, specification, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the STATE will review all bids and make the award.
- L. Invoicing: The CITY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the CITY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Division Engineer for payment. The CITY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto.
- M. Invoices for any work performed by the CITY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- N. Maintenance: Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for the project work.

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- O. Contracts under this Agreement: The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- P. Records and Reports:
- 1) Establishment and Maintenance of Accounting Records: The CITY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.
 - 2) Documentation of Project Cost: All changes to the Project Account will be supported by properly executed invoices, contracts or vouchers, as applicable, evidencing in proper detail for nature and propriety of the charges, in accordance with the requirements of the STATE.
 - 3) Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 - 4) Reports: The CITY must submit quarterly Financial and Narrative reports to STATE. Final Reports are due to the STATE 60 days after the expiration or termination of the Award.
 - 5) Financial Statements: The CITY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
 - 6) Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.
- Q. Regulations: The STATE hereby obligates the CITY to become familiar with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the CITY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.
- 1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a federal state or local law, must be applied for the maintenance and long term upkeep of the transportation project authorized by this agreement.
 - 2) The CITY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation project, that federal funds expended on this project must be refunded to the FHWA and the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of state and federal funds expended under this agreement.

- R. Point of Contact: The Third Division of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the CITY.
- S. All phases of work performed by the CITY on this project must be approved by the FHWA before commencing work.

PART THREE: MISCELLANEOUS PROVISIONS

- A. Agency to Indemnify: The CITY will be responsible at all times for this project and all of the work performed under this Agreement and especially the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, employees, and agents, in their official and individual capacities, of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.
- B. Audit and Inspection: The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the CITY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts of the CITY pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.
- C. Audit Requirements: CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. Termination: In the event the CITY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the CITY under this Agreement. Any such default or defaults not corrected by the CITY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the CITY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the CITY will not constitute a waiver of subsequent default or defaults by the CITY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.

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- E. Retention of Records: The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- F. Performance: The CITY will commence, carry on and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- G. Equal Employment Opportunity: The CITY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The CITY will take affirmative action to insure that applicants for employment are employed, and that employees be treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Further, the STATE and the Secretary of the USDOT, or either of them or their respective authorize representative, will have full access to, and right to examine any and all CITY materials for the purpose of monitoring the CITY's compliance with the provisions of this section.
- H. Title VI-Civil Rights Act of 1964: The CITY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C § 2000(d.) et seq.), the regulations of USDOT issued thereunder 49 CFR, Subtitle A, Part 21), and the assurance by the CITY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all CITY materials which will permit them to monitor the CITY for compliance with the provisions of this section.
- I. Prohibited Interest: No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- J. Americans with Disabilities Act: The CITY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- K. Arbitration: Any dispute concerning a question of fact in connection with the work not disputed of by this Agreement between the CITY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.
- L. Permission to Start Work: The CITY will not proceed with the project work until the STATE gives written authorization for the CITY to proceed.

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- M. Participation by Disadvantaged Business Enterprises in Federal-Aid Programs: The recipients of funds under the terms of this agreement agrees to ensure that Minority Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.
- N. Other Applicable Regulations: The CITY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- O. Subcontracts: The CITY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the clauses as required by the STATE.
- P. Exhibits M and N are hereby attached to and made a part of this Agreement.
- Q. Agreement Change: The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- R. Drug Free Workplace Act of 1988: The CITY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.
- S. Expiration: This Agreement shall terminate on September 30, 2012, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The CITY agrees that the STATE may unilaterally extend the time of the agreement.
- T. 7/24th Law: Nothing shall be construed under the terms of this Agreement by the CITY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

Steven Boone
City Clerk (Signature)

Steven Boone
Type name of Clerk

THE CITY OF MOUNTAIN BROOK, ALABAMA

BY: Lawrence T. Oden
Mayor (Signature)

Lawrence T. Oden
Type name of Mayor

APPROVED AS TO FORM:

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



RECOMMENDED FOR APPROVAL:

Brian C. Davis
Brian C. Davis
Division Engineer

Robert J. Jilla
Robert J. Jilla,
Multimodal Transportation Engineer

D.W. Vaughn
D.W. Vaughn,
Chief Engineer

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

Dom J. McInnes
D. J. McInnes, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this 7th day of May, 2010.

Bob Riley
Bob Riley
Governor, State of Alabama

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RESOLUTION NUMBER 10-046

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

1. That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Construction Project STPBH-CN10(), for the Jemison Trail/ Shades Creek Greenway Connection, to construct sidewalks along Shades Creek Parkway (SR-149) from Cahaba Road (Jemison Park Trailhead) to Windsor Drive at the crosswalk to Brookwood Village in the City of Mountain Brook, Alabama, which Agreement is before this council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Passed, adopted and approved this 12 day of APRIL, 2010.

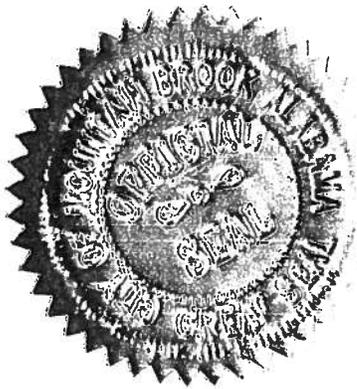
ATTESTED:

Steven Boone
City Clerk

Kevin O'Connell
Mayor

I, the undersigned qualified and acting City Clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 12 day of APRIL, 2010 and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 12 day of APRIL, 2010.



Steven Boone
City Clerk

10-046 ✓

7/18/90

EXHIBIT M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachment to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participants/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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2/15/95
5/31/02

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed until and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

a.

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b.

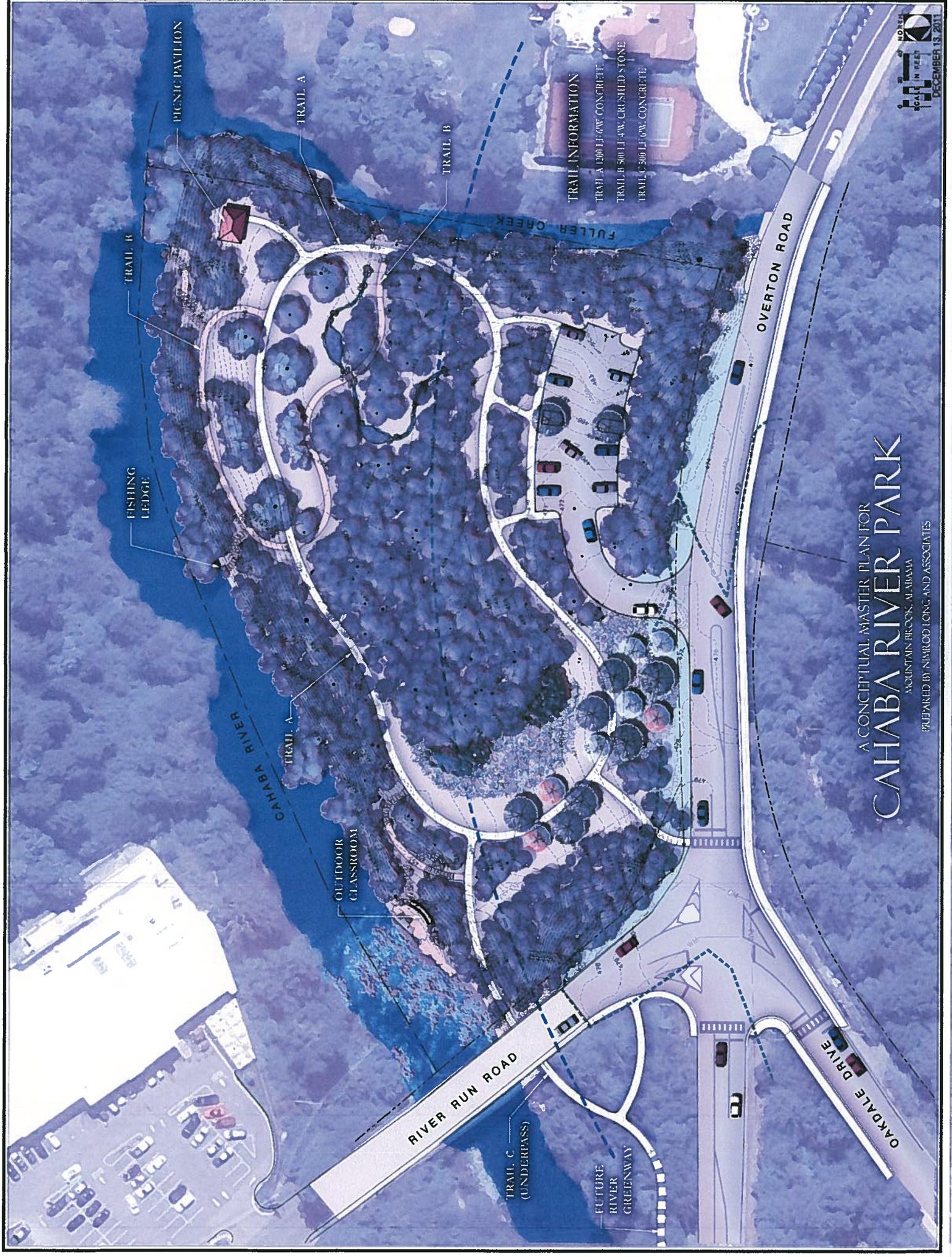
In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

MANDATORY MEDIATION CLAUSE FOR STATE CONTRACTS

For

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

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TRAIL A

TRAIL B

TRAIL C

FISHING LEDGE

PICNIC PAVILION

OUTDOOR CLASSROOM

TRAIL INFORMATION

TRAIL A 1200 LF 6W CONCRETE

TRAIL B 300 LF 4W CRUSHED STONE

TRAIL C 300 LF 6W CONCRETE

CAHABA RIVER

FULLER CREEK

RIVER RUN ROAD

OVERTON ROAD

OAKDALE DRIVE

TRAIL C (UNDERPASS)

FUTURE RIVER GREENWAY

CAHABA RIVER PARK

A CONCEPTUAL MASTER PLAN FOR

MOUNTAIN BROOK, ALABAMA

PREPARED BY NARROD LONG AND ASSOCIATES



DECEMBER 13, 2011

CAHABA RIVER PARK

CONCEPTUAL MASTER PLAN ESTIMATE

PREPARED BY NIMROD LONG AND ASSOCIATES

January 10, 2012

ITEM	QTY	UNIT	UNIT COST	ITEM COST
SITWORK				
Demolition	1	LS	\$	4,500.00
Erosion Control Structures & Maintenance	1	LS	\$	12,000.00
Clearing and Grubbing	1	LS	\$	9,000.00
Grading, Parking and Trails	1	LS	\$	32,500.00
Asphalt Parking	1,400	SY	\$ 20.00	\$ 28,000.00
Standing Curb	1,300	LF	\$ 12.50	\$ 16,250.00
Concrete Trail	13,000	SF	\$ 6.00	\$ 78,000.00
Crushed Stone Trail	2,000	SF	\$ 3.50	\$ 7,000.00
Stone Masonry (Steps, Seatwalls)	1	LS	\$	37,500.00
Trees	16	EA	\$ 350.00	\$ 5,600.00
Sod, Bermuda	1,200	SY	\$ 4.50	\$ 5,400.00
Seed, Wildflower Mix	0.5	AC	\$ 2,500.00	\$ 1,250.00
Irrigation	1	LS	\$	5,500.00
SUBTOTAL SITWORK COST			\$	242,500.00
AMENITIES				
Picnic Pavilion	1	LS	\$	39,500.00
Picnic Tables	3	EA	\$ 2,500.00	\$ 7,500.00
Benches	3	EA	\$ 1,200.00	\$ 3,600.00
Waste Receptacles	3	EA	\$ 1,000.00	\$ 3,000.00
Interpretive Signage	1	LS	\$	7,500.00
Parking Lighting	1	LS	\$	8,000.00
Security Gate	1	LS	\$	12,500.00
Crosswalk Signals and Striping	1	LS	\$	25,000.00
SUBTOTAL AMENITIES COST			\$	106,600.00
TOTAL SITWORK AND AMENITIES COST				\$ 349,100.00
OTHER COSTS				
Design Contingency	10 %	OF	\$ 349,100.00	\$ 34,910.00
General Conditions	10 %	OF	\$ 384,010.00	\$ 38,401.00
Bonds, Permits, License, Fees, etc.	3 %	OF	\$ 422,411.00	\$ 12,673.00
General Contractor Fee	5 %	OF	\$ 435,084.00	\$ 21,755.00
Design Fee	8 %	OF	\$ 384,010.00	\$ 30,721.00
SUBTOTAL OTHER COST			\$	138,460.00
GRAND TOTAL				\$ 487,560.00

March 21, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

We are forwarding letters from Sain Associates regarding the addition of handrail along portions of the sidewalk on Overcrest Road and Old Leeds Road. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

Sincerely,

Sam Gaston
City Manager

Attachments



March 21, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
3928 Montclair Road, Suite 200
Mountain Brook, AL 35213

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Sam:

We met with ALDOT onsite on February 15, 2013 to review an area along Overcrest Road in which Sain recommends installation of handrail along the sidewalk. The sidewalk was installed according to the design plans with a minor structure concrete wall supporting it. This has caused for a significant drop-off in elevation directly adjacent to the sidewalk. ALDOT agreed this causes for an unsafe condition for pedestrians using the sidewalk and agreed handrail should be installed. The design plans detail Item 517G-000, Ornamental Metal Fence, as the preferred type of handrail to be installed on the sidewalk.

The areas recommended by the designer, Nimrod Long and Associates, for the installation of Item 517G-000, Ornamental Fence, are as follows.

- Old Leeds Road (Sta 1012+60-1013+00) – 40 LF
- Overcrest Road (Sta 413+90-415+97) – 210 LF

TOTAL ADD – 250 LF

NET INCREASE IN COST – \$37,765.00

The original plans estimate a quantity of 162 LF. The revised plans prepared by Nimrod Long and Associates for the Cherokee and Overbrook crosswalk revision added 158 LF. With recommendations above, the total for handrail will be 570 LF for a total cost of \$86,104.20.

Please forward this letter with a letter of your approval to ALDOT. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Alicia Bailey". The signature is written in a cursive, flowing style.

Alicia N. Bailey, P.E.
AL Registration #26339

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244 West Valley Avenue, Suite 200 - Birmingham, Alabama 35209 - p (205) 940-6420 - f (205) 940-6433
www.sain.com

March 21, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

We are forwarding letters from Sain Associates and Walker Patton regarding the revised crosswalk at the Overbrook and Cherokee Road intersection. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

Sincerely,

Sam Gaston
City Manager

Attachments

WALKER PATTON COMPANY, INC.

March 15, 2013

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

Re: Walkway System in Mountain Brook, Phase 6
ALDOT Project No. CMAQ-9802(921)
Jefferson County

Dear Alicia:

As requested in your letter dated March 13, 2013, regarding revisions at the Cherokee and Overbrook intersection, we will do this extra work for the prices currently included in our contract. They are as follows:

Pay Item	Description	Qty	Unit	Price
206C-010	Removing Concrete Driveway	110	SF	8.66
206D-003	Removing Curb and Gutter (and/or Concrete Gutter)	30	LF	3.67
206E-001	Removing Inlets	1	EA	163.13
507G-000	Ornamental Metal Fence	158	LF	151.06
533A-857	18" Storm Sewer Pipe	69	LF	43.48
610A-004	Loose Riprap, Class 2, 24" Thick	23	SY	58.75
610D-003	Filter Blanket, Geotextile	23	SY	1.84
618A-000	Concrete Sidewalk, 4" Thick	(26)	SY	37.30
619A-002	18" Roadway Pipe End Treatment, Class 1	1	EA	1,552.00
620A-000	Minor Structure Concrete	1	CY	381.56
621C-015	Inlets, Type S1 or S3 (1 Wing)	3	EA	2,002.00
623A-001	Concrete Gutter (Valley)	25	LF	12.25
623A-005	Concrete Gutter (2'-0" Wide)	55	LF	12.25
623C-004	Combination Curb and Gutter, Type C (Special)	(123)	LF	11.33
654A-005	Solid Sodding (Emerald Zoysia)	60	SY	7.35
660K-000	Pinestraw Mulch	(80)	EA	4.02
703A-002	Traffic Control Markings, Class 2, Type A	300	SF	3.95

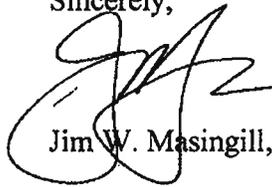
Ms. Alicia Bailey
March 15, 2013
Page 2

We are also pleased to provide the following items:

Pay Item	Description	Qty	Unit	Price
623C-003	Combination Curb and Gutter, Type C (Modified)	115	LF	14.98
710A-126	Class 8, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type IX Background)	40	SF	22.00

Upon review, please let us know if this work is approved. In the meantime, please do not hesitate to call if you have any questions.

Sincerely,



Jim W. Masingill, Jr.

JWMJr:kk



March 13, 2013

Mr. Jim Masingill, Jr.
Walker Patton Company
2689 Queenstown Road
Birmingham, AL 35210

SUBJECT: Mountain Brook Village Walkway System, Phase 6
ALDOT Project No. CMAQ-9802(921)
Jefferson County

Dear Jim:

Attached are plan sheets depicting the revisions at the Cherokee and Overbrook intersection. The revisions include relocating the crosswalk which has resulted in the extension of sidewalk and drainage. By their email dated March 13, 2013, ALDOT has approved the plans and has directed these be released for construction. Please note item #2 on ALDOT's attached letter, which notes a possible conflict with the proposed storm pipe and existing water line. Based on the waterline location already encountered along Cherokee Road, it is not expected it will cause a conflict with the proposed storm pipe. However, if it is determined a conflict does exist, please contact Sain immediately.

Below are the estimated quantities for these revised plans. There are two pay items which require new prices which will be a supplemental agreement. These items are not authorized until your pricing is approved by ALDOT.

Pay Item	Description	Qty	Unit
206C-010	Removing Concrete Driveway	110	SF
206D-003	Removing Curb and Gutter (and/or Concrete Gutter)	30	LF
206E-001	Removing Inlets	1	EA
517G-000	Ornamental Metal Fence	158	LF
533A-857	18" Storm Sewer Pipe	69	LF
610A-004	Loose Riprap, Class 2, 24" Thick	23	SY
610D-003	Filter Blanket, Geotextile	23	SY
618A-000	Concrete Sidewalk, 4" Thick	-26	SY
619A-002	18" Roadway Pipe End Treatment, Class 1	1	EA
620A-000	Minor Structure Concrete	1	CY
621C-015	Inlets, Type S1 or S3 (1 Wing)	3	EA

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p (205) 940-6420 - f (205) 940-6433
www.sain.com

Walker Patton
March 13, 2013
Page 2

623A-001	Concrete Gutter (Valley)	25	LF
623A-005	Concrete Gutter (2'-0" Wide)	55	LF
623C-004	Combination Curb and Gutter Type C (Special)	-123	LF
654A-005	Solid Sodding (Emerald Zoysia)	60	SY
660K-000	Pinestraw Mulch	-80	EA
703A-002	Traffic Control Markings, Class 2, Type A	300	SF

The following items are also required. These items are new items to the contract and do not have an approved unit price. Please submit unit prices on your letterhead for the below items.

Pay Item	Description	Qty	Unit
623C-003	Combination Curb and Gutter Type C (Modified)	115	LF
	Class 8, Aluminum Flat Sign Panels 0.08" Thick of Steel Flat Sign		
710A-126	Panels 14 Guage (Type IX Background)	40	SF

Based on over-run of quantities, it is estimated 4 days will be added to the contract. If additional days are requested for the work shown on the attached plans, please provide a detail breakdown on the number of days and the work to be performed.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,



Alicia N. Bailey, P.E.
Project Manager
AL Registration #26339

CC.

SAIN
associates



March 21, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
3928 Montclair Road, Suite 200
Mountain Brook, AL 35213

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Sam:

Attached is a letter from Walker Patton regarding the revisions at the Cherokee and Overbrook intersection. The revisions include relocating the crosswalk which has resulted in the extension of sidewalk and drainage. By their email dated March 13, 2013, ALDOT has approved the plans and has directed these be released for construction.

Below are the estimated quantities for these revised plans. There are two pay items which require new prices which will be a supplemental agreement. These items are not authorized until your pricing is approved by ALDOT.

Pay Item	Description	Qty	Unit	Cost	Total
206C-010	Removing Concrete Driveway	110	SF	\$8.66	\$952.60
206D-003	Removing Curb and Gutter (and/or Concrete Gutter)	30	LF	\$3.67	\$110.10
206E-001	Removing Inlets	1	EA	\$163.13	\$163.13
517G-000	Ornamental Metal Fence	158	LF	\$151.06	\$23,867.48
533A-857	18" Storm Sewer Pipe	69	LF	\$43.48	\$3000.12
610A-004	Loose Riprap, Class 2, 24" Thick	23	SY	\$58.75	\$1351.25
610D-003	Filter Blanket, Geotextile	23	SY	\$1.84	\$42.32
618A-000	Concrete Sidewalk, 4" Thick	-26	SY	\$37.30	\$969.80
619A-002	18" Roadway Pipe End Treatment, Class 1	1	EA	\$1552.00	\$1552.00
620A-000	Minor Structure Concrete	1	CY	\$381.56	\$381.56
621C-015	Inlets, Type S1 or S3 (1 Wing)	3	EA	\$2002.00	\$6006.00
623A-001	Concrete Gutter (Valley)	25	LF	\$12.25	\$306.25

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www.sain.com

Mr. Sam Gaston
March 21, 2013
Page 2

623A-005	Concrete Gutter (2'-0" Wide)	55	LF	\$12.25	\$673.75
623C-004	Combination Curb and Gutter Type C (Special)	-123	LF	\$11.33	-\$1393.59
654A-005	Solid Sodding (Emerald Zoysia)	60	SY	\$7.35	\$441.00
660K-000	Pinestraw Mulch	-80	EA	\$4.02	-\$321.60
703A-002	Traffic Control Markings, Class 2, Type A	300	SF	\$3.95	\$1185.00

TOTAL ADD to the contract - \$39,287.17

The following items are also required. These items are new items and will be added to the contract in a supplemental agreement.

<u>Pay Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
623C-003	Combination Curb and Gutter Type C (Modified) Class 8, Aluminum Flat Sign Panels 0.08" Thick of Steel	115	LF	\$14.98	\$1722.70
710A-126	Flat Sign Panels 14 Guage (Type IX Background)	40	SF	\$22.00	\$880.00

TOTAL for Supplemental Agreement - \$2,602.70

Please forward this letter and attachments with a letter of your concurrence to ALDOT. If you have any questions, please do not hesitate to call.

Sincerely,



Alicia N. Bailey, P.E.
AL Registration #26339

SAIN
associates

Mr. Sam Gaston
March 21, 2013
Page 3

SAIN
associates

Sam Gaston

From: Greg Hagood
Sent: Wednesday, March 20, 2013 12:14 PM
To: Sam Gaston
Cc: Ted Cook; Jay Williams
Subject: Gerald Place @ North Lane
Attachments: Gerald Place @ North Lane Stop Sign.doc

Sam,

The police department recommends adding a stop sign where Gerald Place intersects with North Lane. The curbing closest to the intersection on Gerald Place would need to be painted yellow and "No Parking" signs erected. This would not eliminate any existing legal parking for the residents of the apartment complex.

Lt. Williams has contacted the management company for the apartments about the proposed changes.

The addition of this stop sign would make this intersection a three-way-stop. The "No Parking" signs would be covered under existing ordinances.

See attached for proposed ordinance for the stop sign.

Thank you,
Greg

--

Captain Greg Hagood
Mountain Brook Police Department
8 Office Park Circle
Mountain Brook, AL 35223
[\(205\)802-3853](tel:(205)802-3853) - Office
[\(205\)802-2415](tel:(205)802-2415) - Fax
hagoodg@mtnbrook.org

Ordinance NO. _____

**AN ORDINANCE TO PROVIDE FOR A STOP SIGN
ON GERALD PLACE AT ITS INTERSECTION WITH NORTH LANE AND TO
PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF**

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a northern direction on Gerald Place to pass its intersection with North Lane where there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (ten) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 25th day of March, 2013.

Virginia C. Smith, Council President

APPROVED: This 25th day of March, 2013.

Lawrence T. Oden, 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting on March 25, 2013, as same appears in the minutes of record of said meeting, and published by posting copies

thereof on March 26, 2013, at the following public places, which copies remain posted for five (5) days as required by law.

City Hall, 3928 Montclair Road
Gilchrist Pharmacy, 2850 Cahaba Road
Piggly Wiggly Foodstore 4, 93 Euclid Avenue
Joe Muggs Newsstand, 2037 Cahaba Road
The Invitation Place, 3150 Overton Road

Steven Boone, City Clerk

Stop Sign at Gerald Place and North Lane

Sam Gaston

From: Jay Williams
Sent: Wednesday, March 13, 2013 7:36 AM
To: Sam Gaston
Cc: Ted Cook; Lt Greg Hagood
Subject: Fwd: PHOTOS
Attachments: Picture 007.jpg; Picture 001.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg; Picture 005.jpg; Picture 006.jpg

Sam,

This is the location where the residents have complained of limited visibility as they enter the intersection of North lane and Gerald Place. As you can see, vehicles park on the curb on Gerald Place. At this time, it is not illegal to park on the curb but it is not a designated parking space/area. The residents have requested a stop sign be placed on Gerald Place at North Lane. I do not have an issue with that request but I believe that people will continue to park on the curb which will probably generate complaints and the police department will end up writing parking tickets because vehicles are parked too close to the stop sign. A better alternative may be to make the curb a NO PARKING area with the appropriate marking. I think this may solve the problem of limited visibility for the drivers on North Lane. As we discussed, I will speak with the management of the apartments and inform them that the city is considering both options for the intersection.

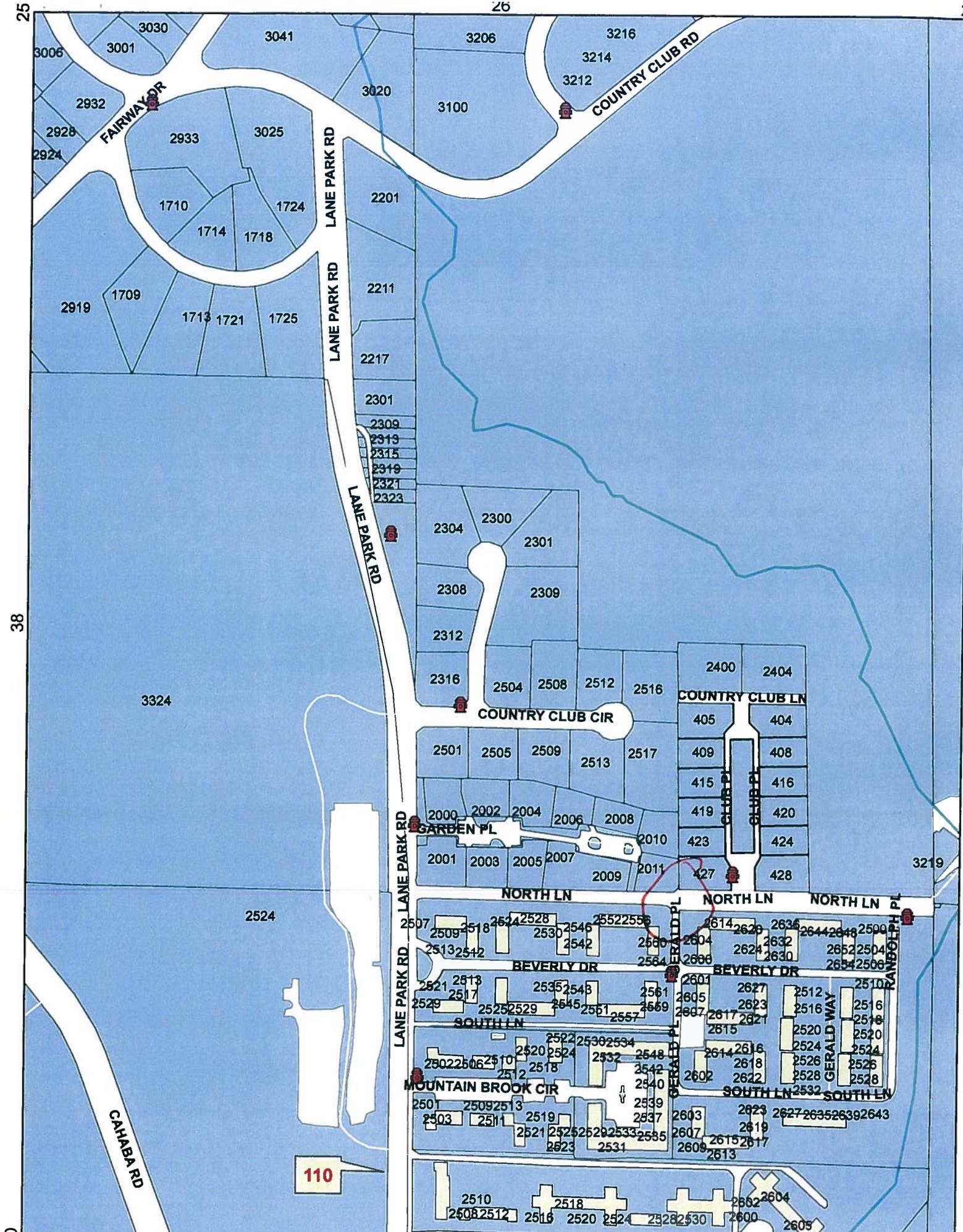
----- Forwarded message -----

From: Rozetha Burrow <burrowr@mtnbrook.org>
Date: Tue, Mar 12, 2013 at 10:43 PM
Subject: PHOTOS
To: Jay Williams <williamsj@mtnbrook.org>

LT. WILLIAMS, HERE ARE THE PHOTOS YOU REQUESTED

--
Lieutenant J.C. Williams
Mountain Brook Police Department
8 Office Park Circle
Mountain Brook Alabama 35223
205-802-3862 Office
williamsj@mtnbrook.org

3/13/2013





© 2010
Aerial Photo









RESOLUTION NO. 2013-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the fourth amendment to the lease agreement between the City and Montclair Partners, LLC, in the form as attached hereto as Exhibit A subject to such minor changes as may be recommended by the City Attorney, with respect to the Montclair Road office space lease.

ADOPTED: This 25th day of March, 2013.

Council President

APPROVED: This 25th day of March, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 25, 2013, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is made on March 30, 2012 (the "Effective Date"), by and between Montclair Partners, LLC ("Landlord") and the City of Mountain Brook, Alabama ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement ("the Lease"), executed and effective as of April 26, 2010, for the lease of office space for municipal operations, which said Lease is attached as Exhibit "A"; and

WHEREAS, Landlord and Tenant also entered into Amendments to the Lease Agreement (the "Amendments") after the execution of the Lease, which said amendments are attached collectively as Exhibit "B"; and

WHEREAS, the parties acknowledged in the Lease and Amendments that the space was to be used as a temporary location for municipal operations during the construction of a new municipal complex by the City; and

WHEREAS, the Lease by its terms defines payment due on the first day of each calendar month and late after the (10th) day of the month; and

NOW THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows.

1. **Term:** Subject to and upon the terms and conditions set forth herein, this Lease shall be in force for a term (the "Term") of One year beginning on April 1, 2012 and ending March 31, 2013.

2. **Rent:** Tenant shall pay to Landlord as rent (the "Rent") for the initial month beginning on May 1, 2012 and ending March 31, 2013 the sum of Nine Thousand and No/100 Dollars (\$9,000.00) per month.

3. **Payment:** On or before the first day of each calendar month during the Term hereof, Tenant shall pay to Landlord for such month the Rent then in effect without offset, counterclaim or other deductions. All such payments shall be paid to Landlord in lawful money of the United States of America at the address of Landlord shown herein or to such other party or to such other place as Landlord may designate from time to time in a written notice to Tenant. In the event that the Landlord does not receive rental payments by the tenth (10th) day of each month, Tenant shall pay, in addition to any interest which may be due, a late charge equal to ten percent (10%) of the rent then due and payable. If this Lease commences or terminates on any day other than the first or last day of a calendar month, the Rent due hereunder shall be pro-rated, except as otherwise provided in this Lease.

4. **Operating Expenses:** 90% rentable area shall be replaced with 60% rentable area.

5. **Miscellaneous:** This Fourth Amendment shall be binding upon, and shall inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and permitted assigns. This Fourth Amendment constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and, to the extent the provisions hereof conflict with any of the terms and conditions of the Lease or the Amendments, the provisions of this Fourth Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fourth Amendment as of the date first set forth above,

Signed, Sealed and delivered in the Presence of:

TENANT: City of Mountain Brook

Witness: _____

By: _____

Name: _____

Title: _____

LANDLORD: MONTCLAIR PARTNERS, LLC

Signed, Sealed and delivered in the Presence of:

Witness: _____

By: _____

Name: _____

Title: _____

CHANGE ORDER REQUESTS/ Costs not Final		Budgeted Value	Status			Comments
Number	Description		Open	Pending	Accepted	Absorbed by B/C
1	Conduit from roof to Server room for Antennae	7,200.00	X			
2	Retaining Wall & drainage at parking deck entrance	25,500.00	X			
3	Screen Wall at Police High Roof or Painting Roof top HVAC Units	\$ 13,659.00	X			
4	Increase height of wood fence, Stained & Capped	\$ 10,000.00	X			
5	Police Antenna Steel posts and roof work	\$ 4,500.00	X			
6	Time Capsule & Signage for time capsule	\$ -			X	
7	Electrical work at Apparatus bay for added door controllers	\$ -			X	
8	Card Reader change to inside elevator cabs	\$ 4,800.00	X			
9	Alscan change in jail door controller & added devises	N/A	X			
10	Paint alscan brackets at exterior of police building	\$ 1,000.00	X			
11	Increase height of chain link fence at Equipment Yard to 12'	\$ 14,841.00	X			
12	Fountain work for future Fountain	\$ 8,000.00	X			
13	Landscape Water tie-in at dentist	-				
14	Emergency power to Fire	17,000.00	X			
15	PR #33 New Bronze Flagpole & Lights	7,500.00	X			
16	Vents for Covering exhaust/plumbing vents	3,000.00	X			
17	Add footer at future fountain	2,000.00	X			
18	PR #34 Chess Set	12,000.00	X			
19	UPS Power move in existing Police Building	6,500.00	X			
20	Disconnect for Server Room	3,997.00	X			
21	Pella Door and Hardware Correction	tbd	X			
Subtotal of Change Order Requests, Costs Not Final		141,497.00				

Griffin Electric provided order of magnitude pricing of \$10,000, performing work on time and material bases to track costs.

Retaining Wall/Curb/Area Drain added to better control water at parking deck entrance area, over excavate soft material, backfill with stone

Pricing Approved

Fence is now 10'6" awaiting stain color

For Police Antenna system provided by others

elevator cost only, any Alscan cost will be submitted by them directly to City

Alscan works directly for City, identifying additional costs for information only

Brackets only come in white which would stand out on building facade

Requested by WBA to better hide equipment

Not installing irrigation to Kevin Alexander's new island, City to water bushes for first year.



MOUNTAIN BROOK MUNICIPAL COMPLEX
MOUNTAIN BROOK, ALABAMA

CLOSED RAINFALL
CONSTRUCTION
CONTRACT TO
THE CONTRACTOR
FOR THE
CONSTRUCTION OF
THE PROJECT
SHOWN ON THESE
PLANS. THE CONTRACTOR
SHALL BE RESPONSIBLE
FOR OBTAINING ALL
NECESSARY PERMITS
AND APPROVALS FROM
THE APPROPRIATE
AGENCIES.

CONSTRUCTION
ISSUE
REVISED

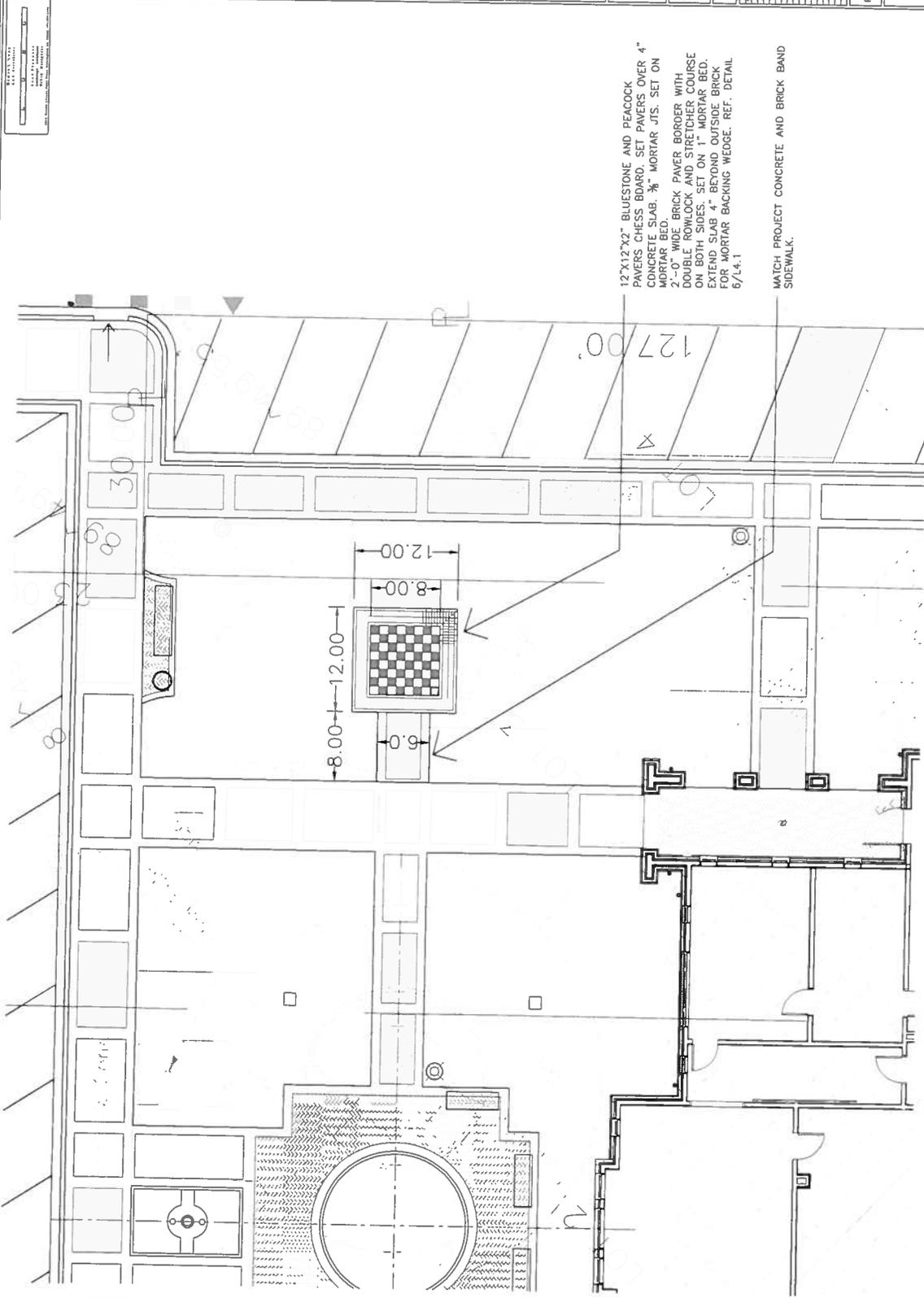
WILLIAMS BLACKSTONE
CONSTRUCTION
CORPORATION
11000 W. UNIVERSITY BLVD.
SUITE 100
MOUNTAIN BROOK, AL 35892

PROJECT NO. 11488
DATE: 11/03/10
REVISED: 07/15/12

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/03/10
2	REVISED FOR PERMITS	11/03/10
3	REVISED FOR PERMITS	11/03/10
4	REVISED FOR PERMITS	11/03/10
5	REVISED FOR PERMITS	11/03/10
6	REVISED FOR PERMITS	11/03/10
7	REVISED FOR PERMITS	11/03/10
8	REVISED FOR PERMITS	11/03/10
9	REVISED FOR PERMITS	11/03/10
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11	REVISED FOR PERMITS	11/03/10
12	REVISED FOR PERMITS	11/03/10
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PROJECT NUMBER
11488
SITE
DIMENSIONING
CHESSE PLAN

L3.1b



12"x12"x2" BLUESTONE AND PEACOCK
PAVERS. CHESSE BOARD. SET PAVERS OVER 4"
CONCRETE SLAB. 3/8" MORTAR JTS. SET ON
2"-0" WIDE BRICK PAVEMENT BORDER WITH
DOUBLE ROWLOCK AND STRECHER COURSE
ON BOTH SIDES. SET ON 1" MORTAR BED.
EXTEND SLAB 4" BEYOND OUTSIDE BRICK
FOR MORTAR BACKING WEDGE. REF. DETAIL
6/A.4.1

MATCH PROJECT CONCRETE AND BRICK BAND
SIDEWALK.



Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

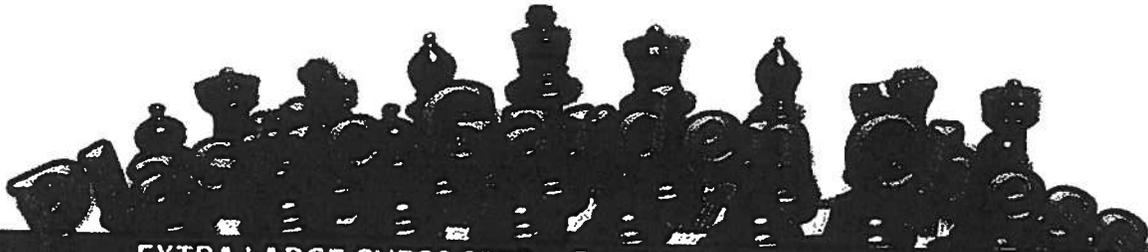
Outdoor Chess Board

Mountain Brook Municipal Center

Preliminary Cost Estimate

March 19, 2013

	Quantity	Unit	Unit Cost	Total
Hardscape				
Site Preparation and Form Work	1	ea	\$ 1,000.00	\$ 1,000.00
Concrete sub-slab	220	sf	\$ 5.00	\$ 1,100.00
Scored Concrete Surface Paving	32	sf	\$ 5.00	\$ 160.00
Brick Paving Border	96	sf	\$ 18.00	\$ 1,728.00
Bluestone Paving (12"x12")	32	sf	\$ 22.00	\$ 704.00
Peacock Pavers (12"x12")	32	sf	\$ 15.00	\$ 480.00
Landscaping				
Sod	1	ls	\$ 150.00	\$ 150.00
Irrigation	1	ls	\$ 150.00	\$ 150.00
Total				\$ 5,322.00



EXTRA LARGE CHESS SETS + GIANT OUTDOOR GAMES

[Main](#) | [Price List & Online Ordering](#) | [Other Giant Games](#) | [Flooring System](#) | [FAQs](#) | [Contact Info](#)

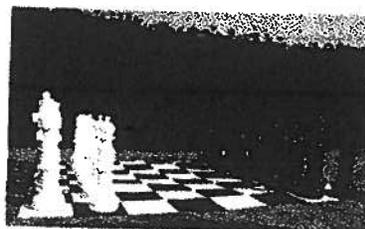
Plastic Garden Chess proudly features high quality **OUTDOOR LAWN CHESS & CHECKER GAMES** for over 10 years in the U.S.A., CANADA and Worldwide. All of our prices are listed in U.S. dollars. All items are in stock - same day shipping... call us toll-free (800) 247-9508 or [email us](#). Online ordering using PayPal & Everyday low prices - [contact us](#) - we will match other prices of same product.



**25" GIANT KING #218707
PLASTIC CHESS SET**

Sale:
\$420

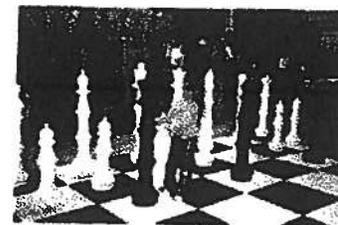
SHIPPING QUOTE



**36" SUPER GIANT KING
#218100
PLASTIC CHESS SET**

Sale:
\$795

SHIPPING QUOTE



**48" SENSATIONAL KING
PLASTIC CHESS SET**

Sale:
\$1165

SHIPPING QUOTE

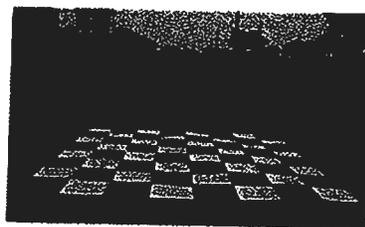


**GIANT PLASTIC CHECKER
SET #28714**

Each piece is 10" by 4" high from Ultra Violet Proof Plastic for indoor / outdoor use - comes with 2 sets of game sticks

Sale:
\$185

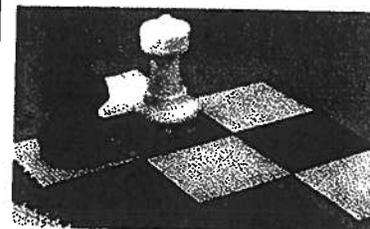
SHIPPING QUOTE



**OUR BEST SELLING - Flexi
Game Mat #218753**
12" Squares and Safety Features including roll up. Best quality, longer lasting, with safety edges, anti-bacterial protection

Sale:
\$545

SHIPPING QUOTE



**REGULAR GIANT GAME
MAT**

Our regular giant mat featuring 14" squares - this is not a roll-up type of mat. Works great with all of our different sized chess games.

Sale:
\$174

SHIPPING QUOTE

SHIPPING AND HANDLING

1-855-MEGA055

Enter Keyword or Products.

LARGE CHESS SETS INDIVIDUAL CHESS PIECES CHESS BOARDS LARGE CHECKERS CHESS HOME DECOR CHESS TROPHIES GEAR / FUN

MegaChess Chess Pieces with a 24 inch King

Ecommerce



Home > MegaChess Chess Pieces with a 24 inch King >

Teak Chess Set with a 24" King

\$2,240 for set



Guaranteed Lowest Price on the Internet! **Click to Get Pricing**

[ADD TO WISH LIST](#)

Availability: Usually Ships in 24 Hours
Product Code: MT24

Stunning grain highlights this high quality chess set!

[LARGER PHOTO](#) [EMAIL A FRIEND](#)

The following items are included FREE with this product:

- 1 of The Game of Life Rhymes (\$0.00 value!)

Alternative Views:



Description

Our 24" chess set is very popular for outdoor use, on a board with 12" x 12" squares. Children and adolescents especially love these pieces, and they are still not too large, nor too heavy, to be taken with you wherever you should wish to play. Even if kept permanently outdoors, in yard or garden, because they are of teak they can withstand any weather.

Our most popular seller in teak, this elegant teak chess set has turned out to be the best mix of size, weight, and art.

All teak MegaChess sets are hand-crafted by native artisans near Bali in Indonesia. But you don't have to wait weeks for delivery. We have all sizes in stock, even the largest ones, and we can ship immediately. Teak is unsurpassed for outdoor use.

[Individual Pieces](#)

If you are shipping this set outside of the Continental U.S please email us for the best shipping rates

Since 2002, our Chess Sets, Chess Boards, Checkers and other accessories have been manufactured to the highest quality standards. Our manufacturing facilities in the U.S., Indonesia and China utilizes artisans to hand craft each piece with special care to meticulous detail. You will not find better Teak, Resin, Fiberglass, Plaster or Plastic Chess Sets made anywhere in the world and delivered to your door for better value.

Our Teak Chess Set with a 24" King and our Teak Checkers with an 11" Diameter in action!

Features

- 32 Beautifully hand carved chess pieces with the light side retaining it full natural color and the dark color being stained to allow you to see the natural grains in this elegant wood

Qty	Piece	Width	Height	Weight (lbs)
2	King	11"	24"	13
2	Queen	10"	21½"	11
4	Rook	9"	13½"	8
4	Bishop	8½"	18"	7
4	Knight	8½"	16"	9
16	Pawn	6½"	11½"	5½
32		Totals		220

Qty is the total quantity per piece, black and white. Each chess set ships with the regulation 32 pieces

Width is the diameter of the base, and Height is the distance from the base to the highest part of the piece, each measured in Inches. Weight is the weight of each single piece. Everything is accurate to ±15%. The total weight is for all 32 chess pieces, not including shipping materials

Yes, we have matching teak chess boards and teak Mega Checkers!

Related Items

Slotted Teak Chess Board with 12 inch Squares

Our Price: \$999.00 Guaranteed
Lowest Price on the Internet!

Add



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MegaChess Rubberized Vinyl Board with 12 inch Squares

Our Price: \$395.00 Guaranteed
Lowest Price on the Internet!

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RolaBoard Chess Board With 13 inch Squares

Our Price: \$249.00 Guaranteed
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