

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

FEBRUARY 24, 2014 – 7:00 P.M.

1. Madeleine Odendahl, Development Officer with the Birmingham Museum of Art, to address the governing body.
2. Approval of the minutes of the February 10, 2014 regular meeting of the City Council.
3. Arbor Week Proclamation.
4. Consideration: Resolution reappointing Gina Thomas to the Tree Commission.
5. Consideration: Resolution reappointing Richard Goldstein to the MAX Transit Advisory Committee.
6. Consideration: Resolution awarding the bid for the purchase of a 16 foot platform skid and 15 foot (16 yard) dump bed both with hook lifts for the Public Works Department.
7. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Sain Associates for design services with respect to the Phase 9 sidewalk construction project.
8. Announcement: The next regular meeting of the City Council will be March 10, 2014, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Other business.
10. Comments from residents.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 10, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:45 p.m. on Monday, the 10th day of February, 2014. The Council President called the meeting to order and the roll was called with the following results:

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

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Request from The Emmet O'Neal Library for elevator repairs (Appendix 1). The members of the City Council expressed general consensus that this repair should be deferred until the next budget year. Ms. DeBrecht will report back when she obtains separate pricing for the railing and wall inserts (as the lighting change is not a repair issue but rather an upgrade).
2. Jason Harpe, a partner with Carr, Riggs and Ingram, LLC, presented and discussed a draft of the city's 2013 audit report (see Motion 2014-011).

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith adjourned the meeting.

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
FEBRUARY 10, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 10th day of February, 2014. The Council President called the meeting to order and the roll was called with the following results:

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

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. CONSENT AGENDA

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

Approval of the minutes of the January 27, 2014 meeting of the City Council.

2014-011 Motion	Accept the fiscal 2013 annual financial audit as presented by the City's independent auditing firm, Carr, Riggs & Ingram, LLC.	Appendix 1
2014-012	Set a public hearing for March 10, 2014 to consider an ordinance amending the zoning code with respect to publication requirements for public hearings.	Exhibit 1
2014-013	Declare certain weapons (10 shotguns) surplus and authorizing their trade in conjunction with the purchase of replacement weapons.	Exhibit 2, Appendix 2
2014-014	Award the bid for the purchase and installation of ceiling tiles at the Emmet O'Neal Library.	Exhibit 3, Appendix 3

Thereupon, the foregoing minutes, motion, and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes, motion, and resolutions were then considered by the City Council. Council member Vogtle 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 Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

Council President Smith thereupon declared that said minutes, motion (no. 2014-011), and resolutions (nos. 2014-012 through 014) are adopted by a vote of 5—0.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, February 24, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

3. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving pending litigation and another matter involving an ongoing real estate negotiation. The motion was seconded by Council President Smith. The City Attorney certified that the subjects of said executive session were allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

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

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2014-012

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, March 10, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Section 129-431 of the City Code as it pertains to procedural noticing requirements for amendments.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two (22) days prior to March 10, 2014, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall – 56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, The Invitation Place - 3150 Overton Road and Overton Park - 3020 Overton Road notices of said public hearing in words and figures substantially as follows:



CITY OF MOUNTAIN BROOK

56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802.3800
Facsimile: 205.879.6913
www.mtnbrook.org

ARBOR WEEK PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, do hereby **proclaim** March 3, 2014 through March 9, 2014, as

ARBOR WEEK

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

Further, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Given under my hand and the City of Mountain Brook, Alabama, on this 24th day of February, in the year of our Lord, 2014, and of the Independence of the United States of America, 238th.

Lawrence T. Oden, Mayor

2014-015

RESOLUTION NO. 2014-016

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Gina Thomas is hereby reappointed to serve without compensation to the Tree Commission, with the term of office to end November 22, 2016.

ADOPTED: This 24th day of February, 2014.

Council President

APPROVED: This 24th day of February, 2014.

Mayor

CERTIFICATION

I, Joy Moman, Acting 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 February 24, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-017

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Richard Goldstein be reappointed to the MAX Transit Advisory Committee, to serve without compensation, with the term of office to end February 22, 2016.

ADOPTED: This 24th day of February, 2014.

Council President

APPROVED: This 24th day of February, 2014.

Mayor

CERTIFICATION

I, Joy Moman, Acting 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 February 24, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-018

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the bid for the purchase of a 16 foot platform skid and 15 foot (16 yard) dump bed both with hook lifts presented by Ingram Equipment Co., LLC is hereby accepted.

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed to issue a purchase order and to execute any other documents determined to be necessary with respect to said equipment purchase.

ADOPTED: This 24th day of February, 2014.

Council President

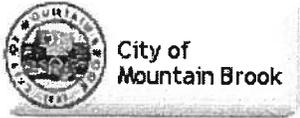
APPROVED: This 24th day of February, 2014.

Mayor

CERTIFICATION

I, Joy Moman, Acting City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on February 24, 2014, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

Council Agenda Item

1 message

Ronald Vaughn <vaughnr@mtnbrook.org>

Thu, Feb 20, 2014 at 4:30 PM

To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>

Cc: Darren Davis <davidd@mtnbrook.org>, Johnny Harris <harrisj@mtnbrook.org>, Cynthia Baldwin <baldwinc@mtnbrook.org>

After reviewing the bids we found that the low bid either met or exceeded our specification so we would like to go with Ingram Equipment for the Hook Lift system unit bid of \$27,857.00. And also two of the dump body boxes at \$4,965.00 each. The total cost will be \$37,787.00 and this item is in the budget. Ledger ID # 441-6690-6730-0703 \$41,575.00.

Please find attached the bid for the system, the price list for the boxes, and the shop drawing for the boxes.

Thanks

Ronnie Vaughn

Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org



Hook System Bid 2014.pdf
1834K

CITY OF MOUNTAIN BROOK
56 Church St.
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: 01/22/2014. Bids to be Opened this Date and Time: 02/06/2014, 1:00 p.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

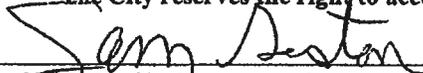
To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.


Sam S. Gaston, City Manager and Purchasing Agent

Specifications for Purchase of a 24,000 lb. capacity Hook-Lift Roll-off Hoist System installed on a 2009 International Maxx Force10 7400 truck for the City of Mountain Brook's, Public Works Department.

BIDDER Ingram Equipment Co., LLC TELEPHONE 800.749.2723

ADDRESS 11 Monroe Drive

EMAIL soneil@ingramequipment.net

CITY Pelham STATE AL ZIP 35124

BID AMOUNT (AS PER SPECIFICATIONS) \$ 27,857.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: <u>Sherry O'Neil</u>	Sworn to and subscribed before me on this <u>4th</u> day
Name: <u>Sherry O'Neil</u>	of <u>February</u> , 20 <u>14</u> .
Title: <u>Sales Coordinator</u>	<u>Nancy Stauder</u>
	Notary Public
	My Commission Expires: <u>October 18, 2015</u>

Project Coordinator: Johnny Harris 205-802-3869.

NANCY STAUDER
NOTARY PUBLIC-STATE OF ALABAMA
SHELBY COUNTY
MY COMMISSION EXPIRES
OCTOBER 18, 2015

Quote

NES

Ingram Equipment Company, LLC
 P.O. Box 1907
 Pelham, AL 35124
 (205) 663-3946

Order Number: 0025439
 Order Date: 2/14/2014

Salesperson: WH
 Customer Number: MOUBRAL

Sold To:
 CITY OF MOUNTAIN BROOK
 3579 EAST ST.
 Birmingham, AL 35243
 Confirm To:

Ship To:
 CITY OF MOUNTAIN BROOK
 3579 EAST ST.
 Birmingham, AL 35243

Customer P.O.	Ship VIA	F.O.B.	Terms
			DUE UPON RECEIPT OF INVOICE

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/M						5,680.00
16' PLATFORM SKID						
/M						5,200.00
16' Platform Skid						
/M						4,965.00
15' Long x 16 YD Rect.						

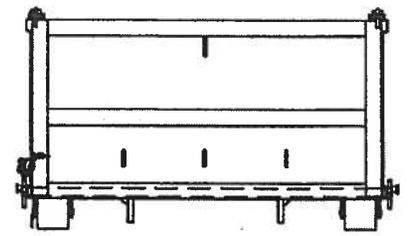
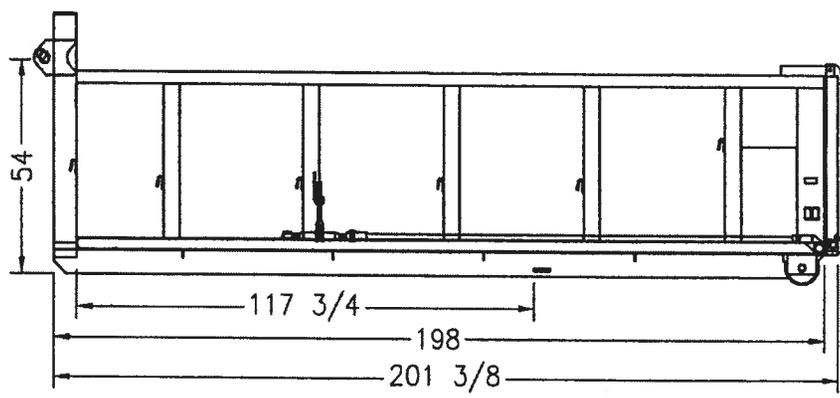
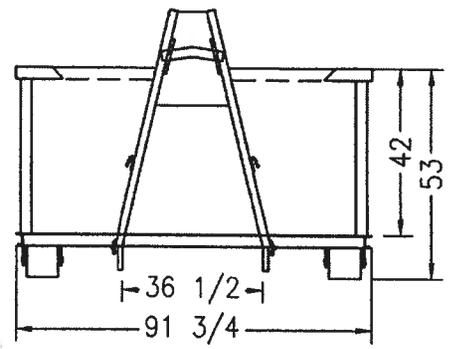
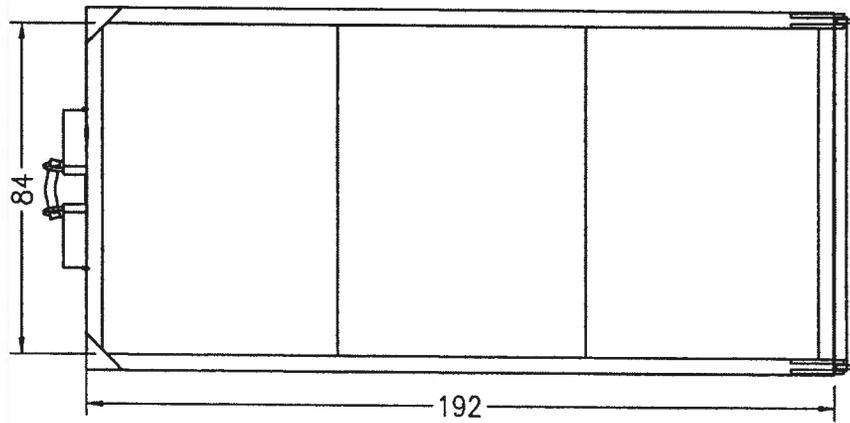
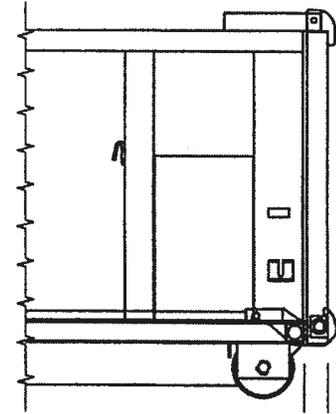
4,965.00
 x 2

 \$9,930

Net Order: 15,845.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
 Order Total: 15,845.00

APPROVED BY: _____
 DATE: _____

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Drawing: SALES	Drawn By: J.SKINNER	Date: (mm/dd/yy) 12/5/13	Weight:	Scale: NTS
Job No/Parent:	Checked By:	Date: (mm/dd/yy)	Drawing Number: C77	
Drawing Title: 15' 16YD RECT. ROC w/ U20-HK-144 HOOKLIFT ONLY			Sheet No. 1 of 1	Location ID: WQ

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Rev. #:	Date:	By:	Revision Description:
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RESOLUTION NO. 2013-120

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Mountain Brook Sidewalks–Phase 9, CMAQ-PE12() performance of field surveys and preparation of roadway plans.

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

ADOPTED: This 24th day of February, 2014.

Council President

APPROVED: This 24th day of February, 2014.

Mayor

CERTIFICATION

I, Joy Moman, Acting 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 February 24, 2014, as same appears in the minutes of record of said meeting.

City Clerk



February 20, 2014

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

Contract Authorization

ALDOT has reviewed and approved the scope and mandays submitted by Sain Associates for a total contract fee of \$196,849.00. On August 26, 2013, the City authorized \$11,418.74 of this total for preparation of a conceptual layout and facilitation of a public involvement meeting. This work is complete and Sain Associates requests approval of the remainder of the contract fee for the project to progress forward.

I. **FIELD SURVEYS**..... Lump Sum **\$44,327.00**

II. **ROADWAY PLANS** Lump Sum **\$141,103.26**

A. NLA’s portion of the roadway plan fee is \$10,250.00.

GRAND TOTAL - \$185,430.26

Sincerely,

SAIN ASSOCIATES, INC.

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

ACCEPTED BY:

City of Mountain Brook

By: _____

Date: _____

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

Celebrating 40 Years of Excellence in Engineering and Surveying

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

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SAIN ASSOCIATES
DATED FEBRUARY 24, 2014**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Sain Associates (“the Contractor”) dated February 24, 2014.

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 24th day of February, 2014.

Sain Associates

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____



ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1020 BANKHEAD HWY. WEST
P.O. Box 2745

BIRMINGHAM, ALABAMA 35202-2745
Telephone: (205) 328-5820 FAX: (205) 254-3199



Robert Bentley
Governor

John R. Cooper
Transportation Director

August 5, 2013

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

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

Dear Mr. Gaston:

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

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

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

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

Sincerely,

Brian Davis, P.E.
Third Division Engineer

BCD/LAT/ddr
Attachment

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

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



July 26, 2013

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

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

Dear Sam:

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

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

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

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

Celebrating 40 Years of Excellence in Engineering and Surveying

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. EXCLUSIONS

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

V. TERMS AND CONDITIONS

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

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

Sincerely,

SAIN ASSOCIATES, INC.



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

ACCEPTED BY:

City of Mountain Brook

By: _____

Date: _____



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

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

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

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

Reimbursable Expenses

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

Payment

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

Standard of Care

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

Limitation of Remedies

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

Dispute Resolution

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

Indemnification

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

Force Majeure

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

Termination of Contract

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

Ownership of Documents

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

Schedule 2013



Nimrod Long
And Associates

L O N G

Land Planners
Landscape Architects
Urban Designers

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

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

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

Dear Jennifer:

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

SCOPE OF SERVICES

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

Our design services will include the following:

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

COMPENSATION

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

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

ADDITIONAL SERVICES

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

Our hourly rates are as follows:

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

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

Sincerely,

Nimrod Long and Associates, Inc.



David E. Giddens
LEED AP
Principal

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

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

Project No. _____			
County Jefferson			
Description _____			
Scope of Work Sidewalk Layout, Landscape Design			
Project Length _____ Miles			
Consultant Nimrod Long and Associates, Inc.			
Fee Proposal (Site Plan)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	1.03	\$ 291.68	\$ 300.43
Engineer	10.25	\$ 175.28	\$ 1,796.62
Engineering Technician	13.00	\$ 150.00	\$ 1,950.00
Clerical	0.00	\$ 150.00	\$ -
	Total Direct Labor		\$ 4,047.05
Combined Overhead (%)	177.06		\$ 7,165.71
Out-of-Pocket Expenses**			\$ 199.80
	Sub-Total		\$ 11,412.56
Operating Margin (10%)			\$ 1,141.26
	Sub-Total		\$ 12,553.82
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 12,553.82
Facilities Capital Cost of Money (% of Direct Labor)	1.01		\$ 40.88
	TOTAL FEE		\$ 12,594.70

**See Grand Total Fee sheet

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

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

Project No. CMAQ-PE12() County Jefferson Description Mountain Brook Sidewalks - Phase 9 Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr Project Length 1.84 Miles Consultant Sain Associates, Inc					
CORRIDOR STUDY	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
	Task A: Preliminary Corridor Investigation				
A-1 Obtain & Study State Supplied Maps	0.00	0.00	0.00	0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.00	0.00	0.00	0.00
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.00	0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.00	0.00	0.00	0.00	0.00
A-5 Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00
A-6 Develop Study Report and Present to State and FHWA	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task A Totals	0.00	0.00	0.00	0.00	0.00
Task B: Alternative Upgrading Studies					
B-1 Develop and Study Preliminary Alternate Designs to Determine Feasibility	0.00	0.00	0.00	0.00	0.00
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.00	0.00
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.00	0.00	0.00	0.00	0.00
B-4 Obtain GIS and aerial data for base mapping	0.13	0.50	0.00	0.00	0.00
B-4 Site visit to determine impacts to adjacent properties	1.00	1.00	0.50	0.00	0.00
B-4 Prepare layout of proposed sidewalk	0.50	1.00	0.00	0.00	0.50
B-4 Prepare flyer for City's use in advertising the meeting	0.12	0.25	0.00	0.00	0.00
B-4 Attend pre-meeting with City to review mapping and address their comments	0.50	0.50	0.00	0.00	0.50
B-4 Attend public meeting	0.25	0.50	0.00	0.00	0.00
B-4 Analyze Comments and prepare summary	0.25	0.50	0.00	0.00	0.00
B-5 Review Feasible Alternates & Prepare Environmental Assessment	0.00	0.00	0.00	0.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task B Totals	2.75	4.25	0.50	0.00	1.00
Task C: Engineering Analysis on Selected Alternative					
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	2.75	4.25	0.50	0.00	1.00

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

PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.33	\$ 307.68	\$ 101.53
Engineer	2.75	\$ 367.48	\$ 1,010.57
Engineering Technician/CADD	4.25	\$ 258.16	\$ 1,097.18
Environmental	0.50	\$ 365.36	\$ 182.68
Environmental Technician	0.00	\$ 222.48	-
Clerical	1.00	\$ 161.52	\$ 161.52
Total Direct Labor			\$ 2,553.48
Combined Overhead (%)	174.25		\$ 4,449.44
Out-of-Pocket Expenses**			\$ 318.51
Sub-Total			\$ 7,321.43
Operating Margin (10%)			\$ 732.14
Sub-Total			\$ 8,053.57
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 8,053.57
Facilities Capital Cost of Money (% of Direct Labor)	0.79		\$ 20.17
TOTAL FEE			\$ 8,073.74

**See Grand Total Fee sheet

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

Consultant Sain Associates, Inc

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit	1	30	\$0.565	\$ 16.95
Preliminary Meeting with City	1	12	\$0.565	\$ 6.78
Public Meeting	1	12	\$0.565	\$ 6.78
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ 30.51

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 30.51

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Color Prints	4	6	24	\$ 12.00	\$ 288.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 288.00

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

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

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

Total Out-of-pocket Expenses \$ 318.51

Comments:

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

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

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

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

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

Out-of-pocket Expenses (Field Survey)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**See Grand Total Fee sheet

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

Consultant Sain Associates, Inc

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit and Inspection	4	12	\$0.565	\$ 27.12
Preliminary Review	1	24	\$0.565	\$ 13.56
Plan in Hand/PS&E Review	1	24	\$0.565	\$ 13.56
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ 54.24

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 54.24

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Materials Submittal	8	60	480	\$ 0.60	\$ 288.00
Preliminary Layout Review	3	60	180	\$ 0.60	\$ 108.00
Plan in Hand/PS&E Review	8	85	680	\$ 0.60	\$ 408.00
Quality Control	6	125	750	\$ 0.60	\$ 450.00
Construction Bureau Review	1	125	125	\$ 0.60	\$ 75.00
Office Engineer Submittal	1	125	125	\$ 15.00	\$ 1,875.00
Total Printing/Reproduction Cost					\$ 2,916.00

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

Postage Cost (overnight, stamps, etc.)	Total
Fed Ex	\$ 200.00

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

Total Out-of-pocket Expenses \$ 3,170.24

Comments:

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



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



Robert Bentley
 Governor

John R. Cooper
 Transportation Director

July 26, 2012

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

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

Dear Mr. Vann Rutledge,

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

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

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

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

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

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

Sincerely Yours,

George Rall
 Alabama Department of Transportation
 External Auditor

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Sain Associates, Inc.

Project Number: CMAQ-PE12()

Contract ID#: _____ Supplemental Agreement #: _____

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

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

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

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

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

*Signature: 

*Name of Certifying Official (Print): Vann Rutledge

*Title: VP Controller

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

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