

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
APRIL 8, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 6:00 p.m. on Monday, the 8th day of April, 2013. The President of the City Council 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

Absent: None

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

**1. AGENDA**

1. Paul Stramaglia: Request for speed humps or rumble strips in the 3400 block of Mountain Park Drive as well as a three-way stop at Mountain Park Drive and Richmar Drive.

This matter was continued without discussion due to Mr. Stramaglia's absence.

2. Trent Boozer, 49 West Montcrest Drive and Ron Williamson, 45 West Montcrest Drive, concerning the proposed sidewalks in front of their homes being constructed in conjunction with the Safe-Routes-to-Schools (SRTS) sidewalk project.

The residents voiced their opposition to the scheduled sidewalk construction and claimed that they received no prior notification [prior to and during the planning phase]. The City recently removed a section of SRTS grant funded sidewalks along Dexter Avenue—doing so resulted in: a) considerable delays in the remaining project(s) due to their having to be rebid by the Alabama Department of Transportation and b) monetary damages to the successful bidder due to the City's contract breach. The members of the City Council generally expressed their opposition to the notion of removing this section of the West Montcrest Drive sidewalk.

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



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Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
APRIL 8, 2013**

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**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

**Absent:** None

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

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

**1. 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 March 25, 2013 meeting of the City Council.

2013-056 Proclamation	National Children's Mental Health Awareness Day (Mayor Oden read aloud the proclamation and presented it to Ms. Monique Mullins)	Exhibit 1
2013-057	Appoint Richard Murray as a member to the Mountain Brook Board of Education (term to expire May 31, 2018)	Exhibit 2, Appendix 1
2013-058	Reappoint Kimm Eckhoff to the Jefferson County Intellectual and Developmental Disabilities Authority, Inc. (term will expire April 1, 2019)	Exhibit 3
2013-059	Recommendation to the ABC Board their issuance of an 040 – Retail Beer (On or Off Premises) license and an 060 – Retail Table Wine (On or Off Premises) license to Zoe's Kitchen, LLC located at 225 Country Club Park, Mountain Brook, AL 35213	Exhibit 4, Appendix 2
2013-060	Declaration of certain personal property surplus and authorizing its sell at public Internet auction (or its disposal for items not sold)	Exhibit 5
2013-061	Authorize the execution of the Preferred Pay Plan Agreement with respect to the City's workers' compensation administration provided by the Municipal Workers' Compensation Fund	Exhibit 6, Appendix 3
2013-062	Award of the janitorial service bid to Custom Cleaning Solutions for City Hall, Fire Administrative Offices and The Emmet O'Neal Library	Exhibit 7, Appendix 4

2013-063	Award of the landscape service bid to Blackjack Horticulture, Inc. for the commercial villages, municipal complex and portions of The Emmet O'Neal Library	Exhibit 8, Appendix 5
2013-064	Setting a public hearing to be held on May 13, 2013 to consider an ordinance permanently rezoning to Estate District a 10-acre undeveloped residential lot owned by Morris-Shea Bride Co., Inc. which is located in the vicinity of Spring Rock Road at Brandywood Drive from its current temporary Estate District zoning classification – 5001 Spring Rock Road	Exhibit 9, Appendix 6
2013-065	Approve a conditional use (Iz Cafe, lunchtime operation) at 2037 Cahaba Road in English Village (existing Joe Muggs/Yogurt Mountain location)	Exhibit 10, Appendix 7
2013-066	Approve a conditional use application to allow an architectural office in Mountain Brook Village (Local Business) – 2732 Cahaba Road, Bill Ingram Architect, LLC	Exhibit 11, Appendix 8
2013-067	Authorize the creation of one (1) Skilled Labor position (Class no. 8063, G12/8) for the Parks and Recreation Department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County	Exhibit 12

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamation (no. 2013-056), and resolutions (nos. 2013-057 through 2013-067) and are adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE AMENDING SECTION 129-192(b) OF THE CITY CODE TO ALLOW VETERINARY/ANIMAL GROOMING USES AS A CONDITIONAL USE IN THE LOCAL BUSINESS DISTRICT (EXHIBIT 13)**

Council President Smith opened the public hearing, introduced the ordinance in writing, and invited questions and comments from the audience. There being none, President Smith then invited questions and comments from the Mayor and members of the City Council. After some deliberation, it was suggested that the ordinance be revised to enumerate the factors that the City Council shall take into consideration when presented with such a conditional use application (e.g., parking, pets getting into and out of their owner's vehicles, soundproofing, etc.) Council President Smith then closed the public hearing (this matter will be considered again at a later date subject to the drafting of the aforementioned changes).

**4. 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, April 22, 2013 and that this will be the last City Council meeting held at the temporary location (3928 Montclair Road, Suite 230, Mountain Brook, AL 35213). Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

**5. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving real estate negotiation. The motion was seconded by Council President Smith. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act because a public discussion could have a detrimental effect on the competitive position of a party to the real estate negotiations. 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

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**EXHIBIT 1**

**PROCLAMATION NO. 2013-056**

**National Children's  
Mental Health Awareness Day Proclamation**

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**WHEREAS** addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Mountain Brook;

**WHEREAS** the need for comprehensive, coordinated mental health services for children, youth, and families places upon our community a critical responsibility;

**WHEREAS** it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being;

**WHEREAS** the Mental Health Goal Group of the Health Action Partnership, through its unique approach to serving children and adolescents, is effectively caring for the mental health needs of children, youth, and families in our community;

**NOW, THEREFORE**, I, Mayor Lawrence Terry Oden, do hereby proclaim May 9, 2013, to be the City of Mountain Brook's National Children's Mental Health Awareness Day and urge our residents and all agencies and organizations interested in meeting every child's mental health needs to unite on that day in the observance of such exercises as will acquaint the people of the City of Mountain Brook with the fundamental necessity of a year-round program for children and youth with mental health needs and their families.

Given under my hand and the City of Mountain Brook, Alabama, on this 8th day of April, in the year of our Lord, 2013, and of the Independence of the United States of America.

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**EXHIBIT 2**

**RESOLUTION NO. 2013-057**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Mr. Richard Murray, IV is hereby appointed as a member of the Board of Education of the City of Mountain Brook, to serve without compensation, with the term of office to end May 31, 2018.

**APPENDIX 1**

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**EXHIBIT 3**

**RESOLUTION NO. 2013-058**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Kimm Eckhoff is hereby re-appointed to serve, without compensation, on The Jefferson County Intellectual and Developmental Disabilities Authority, Inc. with this term of office to end April 1, 2019.

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**EXHIBIT 4**

**RESOLUTION NO. 2013-059**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of:

- 1) 040 – Retail Beer (On or Off Premises) license and
- 2) 060 – Retail Table Wine (On or Off Premises) license

to Zoe's Restaurants, LLC (trade name Zoe's Kitchen Crestline) 225 Country Club Park, Mountain Brook, Alabama.

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

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**APPENDIX 2**

## EXHIBIT 5

## RESOLUTION 2013-060

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

**WHEREAS**, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

**WHEREAS**, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Description</b>	<b>Notes</b>
	<b>FIRE</b>	
1	Dormitory lockers (wooden personal storage lockers)	7 to 12 units
2	Station #1's apparatus bay cabinets (red in color)	2 separate units
3	Bunk beds (36"W X 84"L X 78"H (4 sets) with mattresses	
4	Desk Wooden (1 ea.)	
5	Magnavox projection TV (1 ea.) 48"H X 28"D X 60"W	Model 55P8288A
6	Oven/stove Kenmore 24"W X 26"D X 36"H almond	
7	Wood lockers	19 units
8	Aire-ease ceiling mount gas heaters (2 ea.)	One unit does not work.
	<b>POLICE</b>	
9	2 ea. Toshiba DR430KU DVD recorders, both have remote controls.	One owner's manual
10	1 ea. Fuji S3000 digital camera, 3.2 megapixel, 6x optical zoom, 55mm lens, s/n: 34B13088, also included: 1-Digipower battery pack DPS-9000, various charging cables, 1-16mb XD memory card, owner's manual, FinePix software CD	
11	Interior dome camera and microphone. Camera is IR capable.	
12	2 ea. Sigma 50mm Macro lenses, 1:2.8, for Nikon digital SLR cameras, lenses made in Japan, 50mm focal length, f2.8 maximum aperture, like new condition.	Lens #1 s/n: 4046091, lens #2 s/n: 4046614
13	1 ea. Pentax Zoom 90-WR, 35mm film camera, weather resistant, 90mm zoom lens, great condition.	

Item	Description	Notes
14	1 ea. Radio Shack CTR-122 cassette tape recorder, voice activation.	
15	3 Kenwood mobile radios with AC adaptors	
16	Motorola MTR2000 Repeater	
17	Kenwood Repeater	
18	2 ea. Motorola power supply units. Condition unknown.	
19	1 ea., 4-post data rack. Rack has one working Internet clock unit and one multiplexer unit. Unknown if they still work. Rack is missing one side skin.	
20	Complete Radio system - System includes CPP (Central Processor Package), and 2 console radio controllers. System was working when removed from service.	
21	Flatbed Scanner - One (1) flatbed scanner, HP Scanjet 8200, with power cord. Good appearance condition, working when taken out of service unknown if it still works.	
<b>CITY HALL</b>		
22	Whirlpool Estate 16.26 cu. ft. frost-free refrigerator (12.33 cu. ft.)/freezer (3.93 cu. ft.) w/ icemaker, 28"W X 31.16"D X 64.11"H, manufactured 02/91	Model TT16CKXWN01 Serial EA0730918
23	Nortel Norstar phone system including 1 processor unit, 1 voicemail unit, 8 analog units, 2 trunk modules and 13 phones.	
24	2 ea. office desks (to be discarded)	
25	Metal credenza with cut-out (to be discarded)	
26	Rolling office chair (broken—to be discarded)	
27	Simulated wood cabinet/locker-type (to be discarded).	
28	2 Sony microcassette dictation systems. Both are model MB-850D. Both come with headphones and microphone amplifier units that hold 4 microphones each. The system comes with 5 “conference cube” desktop low profile microphones	
29	Dictaphone Strait Talk system model number 7120. Unit was working when removed from service. Unit comes with main console, power amp, foot operated control unit, head phone and mic.	

Item	Description	Notes
30	Conference room audio system. Consists of 1 Stewart CVA7400 power amplifier, 1 Lectrosonics 16 channel mixer (both come in a wall mountable data rack), 9 desktop microphones, and 1 Shure wireless microphone with transceiver. Shure equipment has carrying case and user's manual.	

Section 2. That the City Manager, or his designated representative, be and he hereby is authorized and directed to a) sell the above property to the highest bidder by way of public Internet auction or b) dispose of such property not sold through said auction.

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**EXHIBIT 6**  
**RESOLUTION NO. 2013-061**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of the Municipal Worker's Compensation Fund (MWCF) "Preferred Pay Plan Agreement", in the form as attached hereto as Exhibit A, subject to such minor modifications as may be recommended by the City Attorney.

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**APPENDIX 3**

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**EXHIBIT 7**

**RESOLUTION NO. 2013-062**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the bid for janitorial services submitted by Custom Cleaning Solutions, LLC, is hereby accepted; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract, in the form as attached hereto as Exhibit A, with Custom Cleaning Solutions, LLC, for same.

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**APPENDIX 4**

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**EXHIBIT 8**

**RESOLUTION NO. 2013-063**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the bid for landscape services submitted by Blackjack Horticulture, Inc., is hereby accepted as follows:

	Monthly	Annual
Village/Municipal Complex	\$1,909.45	\$22,913.40
Emmet O'Neal Library	<del>385.00</del> <u>535.18<sup>(1)</sup></u>	6,422.16
Totals	2,294.45	29,335.56
Three-Year Total		\$88,006.68

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to execute a contract and such other documents that may be determined necessary with respect to said landscape services.

<sup>(1)</sup> Includes Library lower parking lot change-order.

**APPENDIX 5**

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**EXHIBIT 9**

**RESOLUTION NO. 2013-064**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council will conduct a public hearing on May 13, 2013, at 7:00 p.m., to consider the zoning classification of the 10 +/- acre property located at 5001 Spring Rock Road, as more fully described in the legal description attached hereto as Exhibit A, to be established as Estate District, as described in Chapter 129 of the Mountain Brook City Code.

**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 May 13, 2013, by posting in five (5) conspicuous places within the City of Mountain Brook, as follows: City Hall – 56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, Joe Muggs Newsstand - 2037 Cahaba Road, Piggly Wiggly Food Store 4 - 93 Euclid Avenue, and The Invitation Place - 3150 Overton Road notices of said public hearing in words and figures substantially as follows:

**“NOTICE OF PUBLIC HEARING**

**PROPOSED REZONING  
ZONING NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, May 13, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

**‘ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REZONE A PARCEL  
OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA  
FROM ITS CURRENT TEMPORARY ESTATE DISTRICT ZONING  
TO [PERMANENT] ESTATE RESIDENCE DISTRICT**

**WHEREAS**, the real estate as more particularly described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B" is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

**WHEREAS**, after due consideration, the City Council has determined that the zoning classification of the Real Estate should be Estate Residence District.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mountain Brook as follows:

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Estate Residence District:

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.'

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance."

**BE IT FURTHER RESOLVED** that the City Clerk be, and he hereby is, further authorized and directed to give written notice of the hearing to the owners of the property located in whole or in part within 500 feet from the boundaries of the property described in this resolution in the form and manner and within the time required by Act No. 1123 of the 1973 Regular Session of the Legislature of Alabama.

**BE IT FURTHER RESOLVED** that the City Clerk be, and he hereby is, further authorized and directed to publish one insertion of the Notice herein above set out, which includes the proposed ordinance, one time, not less than twenty-two days prior to the public hearing provided for therein, in The Birmingham News, a newspaper of general circulation in the City of Mountain Brook, and one week after such first insertion to cause to be published again in said newspaper a synopsis of said proposed ordinance in lieu of a full copy of the same, which synopsis shall refer to the date and name of the newspaper in which the proposed ordinance was published in full.

**APPENDIX 6**

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**EXHIBIT 10**

**RESOLUTION NO. 2013-065**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the conditional use application submitted by Iz Café for its proposed lunchtime operation between 11:00 a.m. and 1:00 p.m. at 2037 Cahaba Road [Local Business District] subject to the following condition:

1. All Iz Café employees shall park in the long-term parking lot along Fairway Drive.

**APPENDIX 7**

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**EXHIBIT 11**

**RESOLUTION NO. 2013-066**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the conditional use application submitted by Bill Ingram Architect, LLC for its proposed professional office operation at 2732 Cahaba Road [Local Business District] subject to the following condition(s):

Employee parking to be on-site or in all-day parking along Montevallo Road.

**APPENDIX 8**

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**EXHIBIT 12****RESOLUTION NO. 2013-067**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Skilled Labor position (Class no. 8063, G12/8) for the Parks and Recreation Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

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**EXHIBIT 13****ORDINANCE NO.****DRAFT**

**AN ORDINANCE AMENDING SECTION 129-192(b) OF THE CITY CODE  
TO ALLOW VETERINARY/ANIMAL GROOMING USES AS A  
CONDITIONAL USE IN THE LOCAL BUSINESS DISTRICT**

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**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, that Section 129-192(b) of the City Code is hereby amended to include subsection (9) as follows:

**1. Section 129-192(b). Conditional uses.**

"(9) Veterinary Clinics/Pet Grooming, provided that there be no outdoor runs, and that business be conducted wholly within a building; boarding only as required for surgical procedures. Conditional review and approval shall ensure compatibility with the surrounding commercial and residential uses; soundproofing of walls may be required."

**2. Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

**3. Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

**4. Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

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Richard Murray, IV

March 20, 2012

Honorable Lawrence T. Oden, Mayor  
 Virginia C. Smith, President  
 Jesse S. Vogtle, Jr., President Pro Temp  
 Jack D. Carl  
 Amy Carter  
 William S. Pritchard, III  
 Mountain Brook City Council  
 P. O. Box 130009  
 Mountain Brook, Alabama 35213

Re: Mountain Brook Board of Education Recommendation

Dear Mayor and Council Members:

Mike Thompson has served the Mountain Brook Board of Education (the "Board") extremely well for 10 years. Regretfully, he has informed the Board that he will retire on May 31<sup>st</sup> 2013 at the end of his second term. Mr. Thompson's knowledge of finance and business has been invaluable in numerous decisions that have come before the Board and we have come to rely on his expertise. He will be greatly missed.

We very much appreciate the time and consideration that you take in appointing members to the Board. We also appreciate the voice that you give us in that decision. Finding someone with strength in finance was very much on our minds. After much thought, the Board is unanimously and enthusiastically recommending that you consider Richard Murray, IV to take Mr. Thompson's place on the Board.

*effective · challenging · engaging*

32 VINE STREET MOUNTAIN BROOK, AL 35213 (205)871-4608 (205)877-8303 FAX  
 www.mtbrook.sds.al.us

2013-057

2013-057

APPENDIX I

Mr. Murray is President and CEO of National Bank of Commerce. His sound knowledge of finance and business will be much needed on the Board. In addition, he is very civically minded and gives generously of his time and talent to his community. He also has a personal interest in the success of the school system in that he and his wife, Norita, have three children, two of whom are graduates of Mountain Brook and one who is at the High School. The Board believes that Mr. Murray would make an excellent Board member.

Each member of the Board is excited about the prospect of Mr. Murray joining the Board. We have approached him to assess his interest and after careful deliberation he has indicated that he too is excited about the possibility of serving. He is available to meet with each City Council member for an interview. Attached please find Mr. Murray's bio. Thank you for your consideration of the Board's recommendation and if you should have any questions, please contact me or Superintendent Barlow.

Very truly yours,

Jane Menendez

2013-057



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20130322102644448**



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00  
 Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00  
 Trade Name: ZOES KITCHEN CRESTLINE Filing Fee: \$100.00  
 Applicant: ZOES RESTAURANTS LLC Transfer Fee:  
 Location Address: 225 COUNTRY CLUB PARK MOUNTAIN BROOK, AL 35213  
 Mailing Address: 2931 2ND AVE SOUTH BIRMINGHAM, AL 35233  
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:  
 Sale of Products Containing Ephedrine: NO Type Ownership: LLC  
 Book, Page, or Document info: 200010 1235 Do you sell Draft Beer: N  
 Date Incorporated: 08/25/2000 State Incorporated: AL County Incorporated: JEFFERSON  
 Date of Authority: 08/25/2000 Alabama State Sales Tax ID: 370058686

Name:	Title:	Date and Place of Birth:	Residence Address:
KEVIN MILES 09965303 - TX	MEMBER	08/31/1965 LOUISIANA	2022 LUNENBURG DR. ALLEN, TX 75013
JASON MORGAN 8244411 - AL	MEMBER	05/29/1969 ALABAMA	7200 WAKEFIELD CIRCLE BIRMINGHAM, AL 35242

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES  
 Does ABC have any actions pending against the current licensee? NO  
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO  
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO  
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES  
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO  
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO  
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JASON MORGAN  
 Business Phone: 205-870-1100  
 Fax:

Home Phone: 205-586-3622  
 Cell Phone: 205-586-3622  
 E-mail: jasonmorgan@zoeskitchen.com

PREVIOUS LICENSE INFORMATION:  
 Trade Name:  
 Address:

Previous License Number(s) **2013-059**  
 License 1:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20130322102644448**



If applicant is leasing the property, is a copy of the lease agreement attached? YES  
 Name of Property owner/lessor and phone number: SCOTT & SCOTT INC 205-326-2222  
 What is lessors primary business? REAL ESTATE  
 Is lessor involved in any way with the alcoholic beverage business? NO  
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO  
 Building Dimensions Square Footage: 1630 Display Square Footage:  
 Building seating capacity: 100 Does Licensed premises include a patio area? YES  
 License Structure: ONE STORY License covers: ENTIRE STRUCTURE  
 Number of licenses in the vicinity: 5 Nearest: 1  
 Nearest school: 3 blocks Nearest church: 6 blocks Nearest residence: 2 blocks  
 Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

**2013-059**

Man Menu

Alcohol License Application



STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD  
ALCOHOL LICENSE APPLICATION  
Confirmation Number: 20130322102644448

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20130322102644448  
Application Payment Confirmation Number: 5261764

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and License 060	\$100.00
<b>Total Amount to be Charged</b>	<b>\$100.00</b>

Application Information

Application Type: APPLICATION  
License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)  
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Continue

Technical Support: 866-383-3468 or [support@alabamainteractive.com](mailto:support@alabamainteractive.com)

Version 1.8.7

Initial each

Signature page

*DA*

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

*DA*

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

*DA*

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

*DA*

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

*DA*

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

*DA*

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

*DA*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

*DA*

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

Applicant Name (print): *DAVID MORRIS*

Signature of Applicant: *David Morris*

Notary Name (print): *KARENIA THOMAS*

Notary Signature: *Karenia Thomas* Commission expires: *1-4-14*

Application Taken: *3-22-13* App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:

*2013-059*

*2013-059*

Receipt Confirmation Page

Receipt Confirmation Number: 20130322102644448  
Application Payment Confirmation Number: 5261764

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and License 060	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
040 - RETAIL BEER (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)  
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)  
License County: JEFFERSON  
Business Type: LLC  
Trade Name: ZOES KITCHEN CRESTLINE  
Applicant Name: ZOES RESTAURANTS LLC  
Location Address: 225 COUNTRY CLUB PARK  
MOUNTAIN BROOK, AL 35213  
Mailing Address: 2931 2ND AVE SOUTH  
BIRMINGHAM, AL 35233  
Contact Person: JASON MORGAN  
Contact Home Phone: 205-586-3622  
Contact Business Phone: 205-870-1100  
Contact Fax:  
Contact Cell Phone: 205-586-3622  
Contact Email Address:  
Contact Web Address:

2013-059

2013-061

2013-061

STATE OF ALABAMA }  
                                  }  
COUNTY OF JEFFERSON }

PREFERRED PAY PLAN AGREEMENT

THIS AGREEMENT, entered into by and between MUNICIPAL WORKERS COMPENSATION FUND, INC., hereafter referred to as "Fund", and the City of Mountain Brook, hereafter referred to as "Member" for the purposes of providing statutory benefits prescribed by the Alabama Workers Compensation Law for employees of such member;

WITNESSETH:

WHEREAS, the undersigned member has heretofore been accepted by the Workers Compensation Division of the Department of Industrial Relations of the State of Alabama as a "Self-Insurer" Workers Compensation Employer and desires to become one of the members of The Fund's Preferred Pay Plan. The conditions of membership agreed upon by and between the parties are as follows:

1. The contract shall commence on February 1, 2013, and shall continue in force from said date until January 31, 2014. Either party may terminate on the first day of any month by giving 30 days written notice to the other party of their intention to terminate. The terms of a renewal contract will be negotiated annually.
2. An annual estimated payroll, by payroll classifications, will be furnished by the member to the Fund. It is understood that this is an estimate that shall be adjustable at the end of each premium year so as to reflect the actual payroll of the books of the member.
3. **MAXIMUM PREMIUM** – The member shall pay all claims up to a set dollar amount per claim and a set dollar amount per aggregate under this contract said dollar amount shall be referred to as the "maximum premium" as follows:
  - a. The maximum premium for the 2013-14 Fund Year shall be \$811,977. The maximum premium consists of an administrative fee in the amount of \$94,228 and a loss fund of \$717,749.
  - b. **INCURRED LOSSES** is defined as including the following for this section and for the entire contract, were applicable:
    - A. Medical examination of claimants, including the reasonable and necessary transportation expenses of claimants.
    - B. Reports from attending or examining physicians.

Revision 4

- C. Attorneys' fees, disbursements, and expenses.
- D. Court reporter services and transcripts.
- E. Stenographic services and transcripts.
- F. Witness attendance fees.
- G. Court costs.
- H. Appeal bonds.
- I. Printing costs related to trials and appeals.
- J. Testimony, opinions, appraisals, reports, surveys and analyses of professionals and experts.
- K. Automobile and Property appraisals.
- L. Trial and hearing attendance fees.
- M. Reports from government agencies or branches.
- N. Credit bureau reports.
- O. Private investigators.
- P. Photographers.
- Q. Medical or vocational rehabilitation.
- R. Medical costs containment services, i.e., utilization review, pre-admission authorization, hospital bill audit, provider bill audit and medical case management incurred at the request of Client.
- S. Extraordinary Claim investigation and /or travel expense incurred the request of Client.
- T. Any similar service related to the investigation and defense of a particular Claim, or the protection of and collection of the subrogation rights of Client, for which Client shall have given prior approval.
- U. Indemnity Benefits and Medical provider payments and associated cost containment fees, such as but not limited to RX out of contract repricing costs, etc.

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or a refund due to the member for the administrative fee. The Fund reserves the right to audit the payroll records of the member.

11. The Fund hereby agrees to maintain, at all times, with underwriters reinsurance and/or excess coverage for protection of the member. The amount of specific excess coverage with underwriters for the 2013-2014 Fund Year is \$1,000,000 for each and every occurrence. The Fund agrees to self-insure the \$750,000 layer between \$250,000 and \$1,000,000. Therefore, the member's specific excess retention is \$250,000.

12. It is agreed that the member shall have no joint or several liability with other members of the Fund.

13. **NON-PREFERRED PLAN SURPLUS DISTRIBUTION:** The Preferred Pay Plan Member shall not be eligible for surplus distribution declared by the Board of Directors for the non-Preferred Pay Plan Members.

14. **MINIMUM DEPOSIT REFUND:** If the member opts out of the Preferred Pay Plan but remains in the Fund as a regular member, the deposit premium will be refunded. If the member leaves the Fund, the minimum deposit will be retained until all claims are paid. Any refund prior to the payment of all claims would be at the Fund's discretion.

15. The Fund (through its designee) agrees to handle any and all claims legally required to be paid by the member under Alabama Workers Compensation Laws (except as provided in paragraph 23), after timely notice of injury has been given, (any penalty collectible because of untimely notice shall be borne by the member), to prepare all required forms and to obtain defense counsel on behalf of the member if required. The Fund or its designee shall carry on all negotiations with the injured employee or his attorney and negotiate settlements. If a personal appearance by an employee of the member is necessary in any dispute, the expense of such shall be paid by the member. The Fund or its designee will obtain and supervise legal counsel on behalf of the member necessary for the prosecution or defense of any litigation. It is agreed that this coverage includes employer's liability insurance.

16. The Fund shall limit the liability of the member to reimburse the Fund for actual claims payment by capping the claims cost (as defined in paragraph 3d) associated with a given claim at the specific excess retention level. No other limits shall be used to cap the member's liability on individual claims.

17. If any claims remain open two years after the end of the Fund Year in which they were incurred, the remaining claims obligation may be commuted into a lump sum payment by the member upon mutual agreement by the member and the Fund.

18. The Fund agrees to provide to the member, monthly, a computer print-out showing a statement of claims, claim status, and activities report.

19. The member agrees to execute necessary authorization forms permitting the Fund and its designee to obtain information and data required in determining the experience rating

Revision 4

APPENDIX 3

2013-061

- V. Out of State TPA service fees.
- W. Incurred losses does not include loss control expense, state assessment expense, excess insurance coverage fees and premiums, management fees, and claims service fees.

4. **MANUAL PREMIUM:** Manual premium is the premium that results from taking each payroll class code's payroll times the Municipal Workers' Compensation Fund's rate for that payroll class code as adjusted at year end payroll audit.

5. **STANDARD PREMIUM:** Standard premium shall be computed by using the payroll classifications as established by the National Council on Compensation Insurance multiplied by the appropriate rate for said classification. The results shall be the manual premium. Standard premium shall be the manual premium as modified by the experience modification factor of the member. The experience modification factor shall be determined according to the standard promulgated by the Southeastern Compensation Bureau. It is understood that agreed by the member that there may be rate adjustments, as required, because of increased benefit levels mandated by amendments to the Alabama Workers Compensation Law and published by the said rating bureau.

6. **NORMAL PREMIUM:** Normal premium shall be the standard premium as adjusted for any applicable discounts which have been authorized by the Board of Directors of the Fund.

7. **MINIMUM DEPOSIT:** The member shall pay a deposit equal to 7% of the member's normal premium on February 1, 2013. If the member remains in the Preferred Pay Plan in the succeeding year, the minimum deposit from the prior year can be applied to the succeeding year's minimum deposit.

8. **ADMINISTRATIVE FEE:** The member agrees to pay an administrative fee of 23.98% of normal premium as adjusted by the Year End Payroll Audit. The administrative fee shall be for loss control expenses, State Assessment expenses, excess insurance coverage fees, management fees, and service fees. This fee shall be 23.98% of normal premium and shall be paid pursuant to the terms contained in paragraph 9. The administrative fee shall be deemed to be the 23.98% of normal premium payment as referred to in paragraph 3a.

9. **MONTHLY BILLING:** The member shall pay monthly one twelfth of the administrative fee plus any claims paid for the prior month on behalf of the participating member per claim up to the established SIR per claim and/or up to the established aggregate for all claims.

10. At the end of the year, there will be submitted by the member, actual payrolls reflected by the books of the member to determine any additional amounts payable to the Fund

Revision 4

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25. The member agrees to maintain a separate bank account and/or investment account in which the minimum balance would equal the unpaid outstanding claims reserves net of any claims in excess of the specific retention level of \$250,000. This bank account and/or investment account would be restricted in such a manner that it could not be lowered below the minimum balance without the approval of the Fund.

26. Notice shall be effective if mailed by Certified Mail to Fund at its address - Post Office Box 1270, Montgomery, Alabama 36102, and to the member at its address - Post Office Box 130009, Mountain Brook, Alabama 35213.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplication, with each copy of have the force and effect of an original, by their representatives, hereunto duly authorized, on this 1<sup>st</sup> day of February, 2013.

MUNICIPAL WORKERS COMPENSATION FUND

By: \_\_\_\_\_  
Its President

ATTEST:

By: \_\_\_\_\_  
Its Secretary

CITY OF MOUNTAIN BROOK, ALABAMA

By: \_\_\_\_\_  
Its Chief Executive Officer

ATTEST:

modification of the member. The member agrees that upon termination hereof that the Fund may file with the appropriate authorities loss and payroll data pertaining to the member used to develop the experience modification.

20. **TERMINATION:** In the event the member fails or refuses to make payments of premiums and claims losses, as provided for above, the Fund reserves the right to terminate such member by giving 30 days written notice. Upon such termination, the administrative fee would be prorated for the period of time the member is in the Fund. However, the loss fund would not be prorated, but would be limited to the incurred losses at the termination date. The loss fund is defined as the maximum premiums minus the annual administrative fee.

21. **RE-ENTRY INTO THE MUNICIPAL WORKERS COMPENSATION FUND:** The member may re-enter the Municipal Workers Compensation Fund, Inc., at the beginning of any Fund Year or during a Fund Year upon approval by the Municipal Workers Compensation Fund, Inc.'s Board of Directors and pursuant to any applicable underwriting guidelines of the excess carrier.

22. The member agrees that any suit brought against it by one of its employees under the Workers Compensation Laws (except as provided in paragraph 23) shall be defended in the name of the member by counsel selected by the Fund, and the member agrees to fully cooperate by supplying any information needed or helpful to defend such action.

23. The Fund will pay any and all claims which the member must pay under the Alabama Workers Compensation Laws except as provided herein:

- a. **VOLUNTEER FIREFIGHTERS AND AUXILIARY POLICE OFFICERS:** The Fund will pay medical benefits to a member's volunteer firefighters and/or auxiliary police officers provided the member has supplied to the Fund, or its designee, a certified roster of the volunteer firefighters and/or auxiliary police officers for said member.
- b. **MOONLIGHTING:** The Fund will neither pay any claim nor defend any claim made by a member's employee who, at the time of the accident, was not working for the member and who was working for another employer performing substantially similar services for the other employer.
- c. **CO-EMPLOYEE LAW SUITS:** The Fund will neither pay any claim nor defend any claim made between two co-employees of the member against one another.
- d. **AMERICANS WITH DISABILITIES ACT:** The Fund will neither pay any claim nor defend any claim made against the member under the Americans with Disabilities Act.

24. The member agrees to abide by and is bound by the rules, regulations and bylaws relating to the operation of the Fund which are adopted by the Board of Directors of the Fund.

2013-062

AGREEMENT

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND CUSTOM CLEANING SOLUTIONS, LLC DATED APRIL 8, 2013

THIS AGREEMENT made the 8th day of April, 2013, by and between CUSTOM CLEANING SOLUTIONS, LLC ("CUSTOM") and THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City").

WHEREAS, Custom has been determined by the City to be the lowest responsible bidder in response to the City's invitation to bid for janitorial services, dated February 26, 2013; and

WHEREAS, the City and Custom deem it desirable to formalize and memorialize the terms and conditions of their contract;

NOW, THEREFORE, this agreement:

1. Custom shall provide janitorial services to the City (including the library) in accordance with the terms, provisions and conditions of the specifications made the basis of the City's invitation to bid and at the rate proposed by Custom in the proposal submitted to the City in response thereto. The City's invitation to bid and the bid specifications set forth therein, as well as Custom's bid proposed in response thereto (Appendix 1), are incorporated herein and made a part hereof by reference.

2. This contract shall be terminable by the City for cause on seventy-two hours' written notice to Custom, provided that Custom shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of a proposed termination for cause. Either party may terminate the contract without cause on sixty days' notice to the nonterminating party.

ATTEST CUSTOM CLEANING SOLUTIONS, LLC By: [Signature] Its: [Signature]

ATTEST THE CITY OF MOUNTAIN BROOK, ALABAMA By: [Signature] Its: [Signature]

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Custom Cleaning Solutions, LLC ("the Contractor") dated April 8, 2013.

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

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

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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 8th day of April, 2013.

Custom Cleaning Solutions, LLC

City of Mountain Brook, Alabama

By: Will B. Jones

By: [Signature]

Its: Personnel Operations Mgr

Its: Mayor

Minute Book 85

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

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

APPENDIX 1  
CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM- CONTINUED  
APRIL 3, 2013

CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM  
APRIL 3, 2013

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized:  
Signed to and subscribed before me on this 3rd day of April, 2013.

Ann T. Stites  
Notary Public

Commission Expiration Date

BIDDER Custom Cleaning Solutions LLC

ADDRESS 1130 Meadowlark Drive, Suite 6

CITY Birmingham STATE AL ZIP 35242

TELEPHONE (205) 457-9679 DATE 4/2/13

Option No. 1	Locations	Specifications	Frequency	Monthly Fee
1.	City Hall and Fire Administrative Offices and Fire Public Area	Items 2.1-2.23	As specified	\$ 1778.92
2.	Emmet O'Neal Library	Items 3.1-3.17	As specified	\$ 2148.49
3.		Option No. 1 Monthly Total		\$ 3927.41
Option No. 2				
4.	City Hall (first floor)/Fire Public Area (first floor)	Items 2.1-2.23	As specified	\$ 153.40
5.	City Hall (second floor)	Items 2.1 <sup>(1)</sup> , 2.2, 2.4	Tues and Thur	
6.	City Hall (second floor)	Item 2.3	Mon thru Fri	
7.	City Hall (second floor)	Items 2.5-2.23	As specified	\$ 989.72
8.	Fire Administrative Offices (second floor)	Items 2.1, 2.2, 2.4	Tues and Thur	
	Fire Admin (2nd floor)-restrooms	Item 2.3	Mon thru Fri	
	Fire Admin (2nd floor)	Items 2.5-2.23	As specified	\$ 732.30
	Emmet O'Neal Library	Items 3.1-3.17	As specified	\$ 2304.44
		Option No. 2 Monthly Total		\$ 4179.83
	<sup>(1)</sup> Stairs in City Hall master entrance (2.1) and elevators (2.8) are considered to be part of the first floor for Option 2 pricing purposes.			
Alternate (deductions)				
9.	City Hall and Fire Administrative Offices	Delete Item 2.19 <sup>(2)</sup>	Interim carpet maintenance every six months	\$ 197.11
10.	City Hall and Fire Administrative Offices	Delete Item 2.20 <sup>(2)</sup>	Restorative carpet cleaning every six months	
11.	Emmet O'Neal Library	Delete Item 3.14 <sup>(2)</sup>	Carpet cleaning every three (3) months	\$ 197.11
				\$ 423.69
	<sup>(2)</sup> Spot clean daily as necessary. Full carpet cleaning (by area) upon request (see 12-16 below).			
Alternate (added cost per carpet cleaning to be performed upon request by City)				
12.	City Hall (first floor)	Item 2.19	Interim maintenance carpet cleaning	\$ 118.08
13.	City Hall (first floor)	Item 2.20	Restorative carpet cleaning	\$ 118.08
14.	City Hall (second floor)/Fire Administrative Offices	Item 2.19	Interim maintenance carpet cleaning	\$ 100.00
15.	City Hall (second floor)/Fire Administrative Offices	Item 2.20	Restorative carpet cleaning	\$ 100.00
16.	Emmet O'Neal Library	Item 3.14	Carpet cleaning	\$ 1871.04

APPENDIX 1

INVITATION TO BID FOR JANITORIAL SERVICES  
 CITY OF MOUNTAIN BROOK  
 3928 MONTCLAIR ROAD, SUITE 230  
 MOUNTAIN BROOK, ALABAMA 35213  
 OFFICE OF PURCHASING AGENT

BID DOCUMENT COVER SHEET

Advertised this date: **February 26, 2013** Bids to be opened: **April 3, 2013 at 10:00 a.m.**

Bid opening location: **Temporary Mountain Brook City Hall  
 3928 Montclair Road, Suite 230  
 Mountain Brook, Alabama 35213**

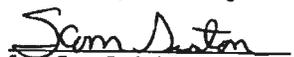
Ladies and gentlemen:

Sealed bids shall be received by the City of Mountain Brook, Alabama, at City Hall until the above date and time, and then publicly opened and read as soon thereafter as practicable. Bids made out in pencil shall not be accepted and all bidders must use our bid form and show on the envelope the date of opening. Please mark clearly "SEALED BID-JANITORIAL SERVICES". The City reserves the right to accept or reject any or all bids and waive informalities.

All prospective bidders must attend the mandatory pre-bid conference on March 13, 2013 (see Janitorial Bid Calendar). To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code §41-16-50, et seq. (1975) (Appendix 1). Bidders will also be required to demonstrate compliance with the Alabama Immigration Act.

All bidders must use the bid form provided by the City for the service. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids shall be clearly marked "SEALED BID" and indicate on the outside of the envelope the project ("JANITORIAL SERVICES BID") 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 accept or reject any or all bids and to waive formalities.

  
 Sam S. Gaston, Purchasing Agent

- Appendix 1 - Code of Alabama §41-16-50, et seq. (1975) (competitive bid law)
- Appendix 2 - Floor plan and floor surface legend
- Appendix 3 - Manufacturer cleaning specifications

**SPECIFICATIONS (ATTACHED) ARE FOR JANITORIAL SERVICES, INCLUDING CARPET CLEANING, FOR MOUNTAIN BROOK CITY HALL OFFICES LOCATED AT 56 CHURCH STREET, FIRE DEPARTMENT ADMINISTRATIVE OFFICES AND PUBLIC AREA LOCATED AT 102 TIBBET STREET, AND THE EMMET O'NEAL LIBRARY LOCATED AT 50 OAK STREET.**

APPENDIX 1

CITY OF MOUNTAIN BROOK  
 JANITORIAL STANDARD BID FORM  
 APRIL 3, 2013

Option No. 1				
	Locations	Specifications	Frequency	Monthly Fee
1.	City Hall and Fire Administrative Offices and Fire Public Area	Items 2.1-2.23	As specified	\$
2.	Emmet O'Neal Library	Items 3.1-3.17	As specified	\$
3.	<b>Option No. 1 Monthly Total</b>			\$
Option No. 2				
4.	City Hall (first floor)/Fire Public Area (first floor)	Items 2.1-2.23	As specified	\$
5.	City Hall (second floor)	Items 2.1 <sup>(1)</sup> , 2.2, 2.4	Tues and Thur	\$
	City Hall (second floor)-restrooms	Item 2.3	Mon thru Fri	
	City Hall (second floor)	Items 2.5-2.23	As specified	
6.	Fire Administrative Offices (second floor)	Items 2.1, 2.2, 2.4	Tues and Thur	\$
	Fire Admin (2nd floor)-restrooms	Item 2.3	Mon thru Fri	
	Fire Admin (2nd floor)	Items 2.5-2.23	As specified	
7.	Emmet O'Neal Library	Items 3.1-3.17	As specified	\$
8.	<b>Option No. 2 Monthly Total</b>			\$
<sup>(1)</sup> Stairs in City Hall master entrance (2.1) and elevators (2.8) are considered to be part of the first floor for Option 2 pricing purposes.				
Alternate (deduction)				
9.	City Hall and Fire Administrative Offices	Delete Item 2.19 <sup>(2)</sup>	Interim carpet maintenance every six months	(\$ )
10.	City Hall and Fire Administrative Offices	Delete Item 2.20 <sup>(2)</sup>	Restorative carpet cleaning every six months	
11.	Emmet O'Neal Library	Delete Item 3.14 <sup>(2)</sup>	Carpet cleaning every three (3) months	(\$ )
<sup>(2)</sup> Spot clean daily as necessary. Full carpet cleaning (by area) upon request (see 12-16 below).				
Alternate (added cost per carpet cleaning to be performed upon request by City)				Fee Per Cleaning
12.	City Hall (first floor)	Item 2.19	Interim maintenance carpet cleaning	\$
13.	City Hall (first floor)	Item 2.20	Restorative carpet cleaning	\$
14.	City Hall (second floor)/Fire Administrative Offices	Item 2.19	Interim maintenance carpet cleaning	\$
15.	City Hall (second floor)/Fire Administrative Offices	Item 2.20	Restorative carpet cleaning	\$
16.	Emmet O'Neal Library	Item 3.14	Carpet cleaning	\$

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APPENDIX 1

CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM- CONTINUED  
APRIL 3, 2013

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized:

Sworn to and subscribed before me on this 10<sup>th</sup> day of April 2013.

Lura J. Stites  
Notary Public

2-4-2017  
Commission Expiration Date

BIDDER Custom Cleaning Solutions  
ADDRESS 7030 Meadowlark Drive Ste G  
CITY Birmingham STATE AL ZIP 35242  
TELEPHONE (205) 434-9679 DATE 4/10/2013

APPENDIX 1

JANITORIAL SERVICES

Mountain Brook City Hall  
56 Church Street  
Mountain Brook, Alabama 35213

Mountain Brook Fire Department  
(Administrative Offices  
and Public Area Only)  
102 Tibbet Street  
Mountain Brook, Alabama 35213

Emmet O'Neal Library  
50 Oak Street  
Mountain Brook, Alabama 35213

The City of Mountain Brook wishes to enter into a three (3) year janitorial service contract for its City Hall offices located at 56 Church Street, its Fire Department Administrative offices and public area located at 102 Tibbet Street, and The Emmet O'Neal Library located at 50 Oak Street, in Mountain Brook, Alabama 35213.

1. Scope of Services & General Provisions. The successful bidder shall be responsible for providing comprehensive cleaning services in City Hall, the Fire Department Administrative Offices, Fire Public Area, and the Emmet O'Neal Library. The City and the Library will provide toilet tissue, paper towels, liquid hand soap, trash can liners and light bulbs during the period of the contract. The successful bidder shall be required to provide sufficient personnel, equipment, and cleaning supplies to satisfactorily perform the requested services.

The City of Mountain Brook and the Emmet O'Neal Library will evaluate the performance of the successful bidder during the initial sixty (60) days of the cleaning service. If performance is found to be unsatisfactory, the City of Mountain Brook and/or Emmet O'Neal Library may pay any monthly charges due at the time and terminate the contract on ten (10) days' notice with no further penalty to the City of Mountain Brook or the Emmet O'Neal Library.

The successful bidder shall be responsible for damages caused to premises and contents by bidder's employees and theft by bidder's employees.

In order to ensure that the successful bidder adheres to the cleaning schedule outlined herein, the City shall be entitled to a credit (reduction) in the monthly fee in the amount of \$200.00 for each daily cleaning not performed as scheduled herein.

Successful bidder shall present the City of Mountain Brook and the Emmet O'Neal Library with an invoice no later than the first of each month for the preceding month's work. No work will be paid in advance. Contract shall be for three (3) years from April 25, 2013 through April 30, 2016.

Note: The City of Mountain Brook participates in a recycling program. All recyclables shall be removed from the City Hall, Fire, and Library offices and emptied into the appropriate recycling carts (or dumpster) located at the Library.

Note: There will be a monthly inspection of the buildings before payment is issued.

2. Cleaning Requirements -City Hall and Fire Department. Successful bidder is to furnish all labor, material and equipment necessary to perform janitorial service for the Mountain Brook City Hall offices located at 56 Church Street, and its Fire Department Administrative offices (second floor) and Fire Administrative public area and restroom (first floor) located at 102 Tibbet Street.

The successful bidder must give premises a thorough initial cleaning, to include all ceilings, walls, floors, baseboards, doors, interior glass, blinds, upholstery, carpets, rugs, and furnishings. Successful bidder will have fifteen (15) business days to complete initial cleaning.

Cleaning will generally be performed five (5) days per week (Monday through Friday) after normal office hours unless specified otherwise. Areas to be cleaned are all offices, City Council Chambers, hallways, break rooms, elevators, stairwells, and restrooms. In the event that late meetings in the City Council Chamber (generally Monday and

APPENDIX I

- 2.21. Window blinds are to be cleaned and dusted
  - 2.22. All VCT tile floors are to be stripped and waxed at the beginning of the contract using a minimum of two coats of a high-grade commercial floor polish (using manufacturer recommended commercial floor polish or equivalent); and at least twice annually thereafter (more often if needed).
  - 2.23. Clean all exterior and interior glass/windows
- For questions regarding the City Hall cleaning services, please contact Sam Gaston (sagaston@minbrook.org) at 802-3800. For questions regarding the Fire Administration cleaning services, please contact Chief Robert Ezekiel (ezekielr@minbrook.org) at 802-3831.
- 3. Cleaning Requirements – Bonnet O’Neal Library. The successful bidder shall furnish all labor, material and equipment necessary to perform janitorial services for the Bonnet O’Neal Library, 50 Oak Street, Mountain Brook, Alabama 35213.
- The successful bidder must give premises a thorough initial cleaning to include all ceilings, walls, floors, baseboards, stairwells, doors, interior glass, blinds, all upholstery, carpets, rugs, and furnishings. Successful bidder will have fifteen (15) business days to complete initial cleaning.
- Cleaning shall generally be performed six (6) days per week (Monday through Saturday) after normal office hours, which includes some nights after 9:00pm unless specified otherwise. Areas to be cleaned include meeting rooms, conference room, hallways, elevator, restrooms, book stack areas (on both floors), kitchen on main level, story room, entryway floors and circulation deck areas. Library staff will clean all non-public areas, including all offices in building, staff kitchen and restrooms in basement.

Daily Cleaning Schedule – Bonnet O’Neal Library:

- 3.1. Vacuum, sweep, and damp mop all floors and/or carpets in all public areas, including kitchen, entrance hall, meeting room, conference room, book and material stack areas on both floors, circulation and desk areas in all public spaces. Storytelling Room will be swept, damp mopped, carpet and door mat vacuumed and glass portholes and doors cleaned.
- 3.2. Clean all restrooms thoroughly (disinfect fixtures, floors, counters, and all surfaces) and refill towel, tissue and soap dispensers, and clean mirrors.
- 3.3. Empty all trash and recycling cans in the appropriate cart (or dumpster) located behind the Library (trash and recycling shall be bagged separately before dumping into the appropriate cart or dumpster).
- 3.4. All interior and exterior glass in doors in lobby shall be cleaned daily, including in group study rooms, electronic classroom and quiet room on second floor, working rooms on main floor, glass in interior doors, and storytelling room.
- 3.6. Clean kitchen on main floor. All countertops, tables and chairs shall be disinfected and wiped clean. Cabinet fronts shall be spot cleaned. Refill soap and towel dispensers.
- 3.7. Sweep around all outside entrances to building and remove cigarettes and trash from sand urns outside doors

Other Cleaning Services:

- 3.8. All furniture and woodwork shall be dusted
- 3.9. Buff all tile floors as recommended by manufacturer
- 3.10. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards
- 3.11. Clean warming oven, microwave, and refrigerator (more often if needed) in kitchen on main floor
- 3.12. Sweep (or vacuum) and damp mop interior stairwells and dust handrails
- 3.13. Sweep, pick-up, and bag leaves and other debris within the dumpster area (more often if needed)

APPENDIX 4

(Wednesday) prevents Contractor from cleaning the City Council Chamber or other such areas in City Hall.

- 2.1. Vacuum (upright commercial-grade model) and sweep all floors, carpets and rugs (including stairs in main entrance) and spot clean all carpets as necessary with manufacturer recommended spot cleaning solution
- [NOTE: The vacuum cleaner should have the Carpet and Rug Institute’s seal of approval through their Green Label Certification Program. Top load dust bag machines with HEPA filters are strongly recommended. Battery powered vacuum cleaners are expressly prohibited. See manufacturer’s specifications for further information.]

- 2.2. Damp mop all VCT tile floors (including but not limited to break rooms, entrance halls, elevators, restrooms, and basement level elevator access hallway) using manufacturer recommended or equivalent detergent. Wet mop all ceramic tile floors using warm neutral or alkaline detergent (using a single-brush machine if necessary) and rinse with clear water.
- 2.3. Clean all restrooms thoroughly (disinfect fixtures, floors, counters, and all surfaces) and refill towel, tissue and soap dispensers, and clean mirrors
- 2.4. Empty all trash cans, including recycling bins and shredders in the appropriate cart (or dumpster) located behind the Library (trash and recycling shall be bagged separately before dumping into the cart or dumpster)
- 2.5. (City Hall), second floor Fire Administrative Offices, and first floor Fire public area): Clean kitchen/break room and coffee service areas. All countertops, tables, chairs, and appliances shall be wiped clean and disinfected. Cabinet fronts shall be spot cleaned. Refill towel and soap dispensers as necessary.
- 2.6. Sweep around all outside entrances to building to remove debris and spider webs, and remove cigarettes and trash from sand urns and garbage cans beside outside doors
- 2.7. Change interior and exterior light bulbs as needed.
- 2.8. Elevators: Wipe down walls and doors as necessary to remove fingerprints and other marks, sweep (or vacuum floor) and damp mop.
- 2.9. Main service mall: Clean all glass windows

Other Cleaning Services:

- 2.10. Clean countertops and spot clean cabinet doors and surfaces in copy/mail rooms
- 2.11. Furniture and woodwork shall be dusted
- 2.12. Buff all tile floors as recommended by manufacturer
- 2.13. Clean front of all cabinets
- 2.14. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards
- 2.15. Clean stove, including stove eyes, microwave, and refrigerator (more often if needed) in the City Hall break room and City Hall and Fire Administration coffee service areas
- 2.16. Clean kick-plates on doors
- 2.17. Sweep leaves and other debris from second story rooftop courtyard facing Church Street
- 2.18. Sweep (or vacuum) and damp mop all stairwells from basement to second floor (and dust handrails)

Beverly Six (6) Months

- 2.19. Interior maintenance (between restorative cleanings): Carpeted areas are to be shampooed/cleaned (spot cleaned daily as needed) in accordance with manufacturer’s recommendations
- 2.20. Restorative cleaning: Carpeted areas are to be deep cleaned using hot water extraction method in accordance with manufacturer’s specifications

[NOTE: With respect to carpet cleaning (2.19 and 2.20 above), the use of a Bonnet or another type of rotary machine is expressly prohibited pursuant to the manufacturer’s warranty]

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Every Three (3) Months

3.14. All carpeted areas are to be shampooed/cleaned at the beginning of the contract period, spot cleaned daily as needed, and shampooed/cleaned every three (3) months during the contract period

Every Six (6) Months

3.15. Blinds in public areas are to be cleaned and dusted

3.16. All VCT tile floors are to be stripped and waxed at the beginning of the contract; and at least twice annually thereafter (more often if needed)

3.17. Clean all interior glass/windows

For questions regarding the Library cleaning services, please contact Doris Young ([dkyoung@bham.lib.al.us](mailto:dkyoung@bham.lib.al.us)) at 879-0459.

4. **Contractor Qualifications.** The City of Mountain Brook and the Emmet O'Neal Library want to engage a professional, experienced cleaning service with responsible, efficient, quality personnel to care for its facilities at the lowest possible cost. All parties who wish to submit a bid for cleaning services attend the mandatory pre-bid conference and must meet the criteria and/or possess the resources as follows:

- a. Bidder must have been in business for at least ten (10) years.
- b. Bidder must be bonded against loss or theft, or must obtain bonding before contract commences, and must be licensed to do business within the City of Mountain Brook before contract commences.
- c. Bidder must demonstrate compliance with the Alabama Immigration Act, execute and submit an affidavit expressing such compliance, and provide its E-Verify Company Identification Number and/or E-Verify Memorandum of Understanding.
- d. Bidder must have successfully demonstrated the ability to provide quality janitorial service to municipal or other governmental clients, and must provide at least three (3) governmental or institutional references with the bid proposal.
- e. Bidder must have at least twenty (20) employees who provide cleaning services to Bidder's clients, an account/customer service representative who shall inspect the premises on a monthly basis or, more often if requested, and sufficient administrative staff to respond to the City's needs. Bidders must have obtained a background check on each employee assigned to the contract, and must submit photocopies of drivers' licenses for all persons assigned to clean City facilities.
- f. Bidder must have the ability and resources to adhere to the cleaning schedule outlined herein, and shall maintain adequate staff and resources to respond to emergency requests upon two (2) hours notice at any time.
- g. Bidder must require employees to wear uniforms or other clear means of identifying employees while performing services under the contract.
- h. Bidder must carry the following types of insurance with minimum coverage limits as specified below:

<u>Coverage</u>	<u>Liability Limits</u>
Workers' compensation	As required by law
Employer's liability	\$500,000.00 each occurrence
Bodily injury, except auto	\$500,000.00 each occurrence
Property damage, except auto	\$500,000.00 each occurrence
Excess umbrella	\$1,000,000.00 each occurrence

APPENDIX 1

Each bidder shall furnish the City with [a satisfactory] certificate of insurance specifically naming the City of Mountain Brook and Emmet O'Neal Library as additional insured's. During the term of this contract, the Contractor shall furnish the City evidence of the renewal of all insurance policies at least thirty (30) days prior to their expiration.

JANITORIAL BID CALENDAR

Date Ref.	Date	Time	Event
A	Tuesday, February 26, 2013		Invitation to bid published by posting.
B	Wednesday, March 13, 2013	2 p.m.	Mandatory pre-bid meeting and walk-through (meet at 56 Church Street, Mountain Brook, AL 35213). Tour includes City Hall, Fire Administration, and Emmet O'Neal Library.  <b>HARDHATS REQUIRED DURING CITY HALL/FIRE ADMINISTRATION TOUR</b>
C	Friday, March 22, 2013	5 p.m.	Deadline for bidders' request for information or clarification.
D	Tuesday, March 26, 2013	5 p.m.	City shall issue an addendum in response to any questions received from bidders by [Date Ref. C.]
E	Wednesday, April 3, 2012	2 p.m.	Sealed bid opening.
F	Monday, April 8, 2012	7 p.m.	City Council meeting at which time the bid is expected to be formally awarded.
G	Wednesday, April 10, 2012	Before 5 p.m.	Notice of bid award e-mailed to all bidders.
H	Wednesday, April 17, 2013	Before 5 p.m.	Provide the City with 1) the Alabama Immigration Act Affidavit, 2) E-Verify Company Identification Number and/or Memorandum of Understanding, and 3) certificate of insurance specifically naming the City of Mountain Brook and Emmet O'Neal Library as additional insured's.
I	Friday, April 19, 2012	Before 5 p.m.	Deadline for successful bidder to obtain a City of Mountain Brook business license.
J	Wednesday, April 24, 2013	After 6 p.m.	Commencement of services.
K	Wednesday, May 15, 2013		Completion of the initial cleaning as described in the bid specifications (sections 2 and 3).

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Section 41-16-50**Contracts for which competitive bidding required.**

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, made by or on behalf of any state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the district boards of education of independent school districts, the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Prior to advertising for bids for an item of personal property, where a county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Core Based Statistical Area (CBSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

In the event that utility services are no longer exempt from competitive bidding under this article, non-adjointing counties may not purchase utility services by joint agreement under authority granted by this subsection.

(c) The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials.

*(Acts 1967, Ex. Sess., No. 217, p. 259, §1; Acts 1975, No. 1156, p. 2234, §1; Acts 1979, No. 79-452, p. 733; Acts 1979, No. 79-663, p. 1160; Acts 1980, No. 80-429, p. 598; Acts 1981, No. 81-434, p. 679, §1; Acts 1985, No. 85-281, p. 180, §1; Acts 1989, No. 89-687, p. 1351, §3; Acts 1994, No. 94-207, p. 270, §1; Acts 1995, No. 95-630, p. 1334, §1; Acts 1997, No. 97-225, p. 348, §1; Act 2000-153, p. 216, §1; Act 2006-621, p. 1702, §1; Act 2008-379, p. 703, §1; Act 2009-760, p. 2294, §2.)*

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February 22, 2013

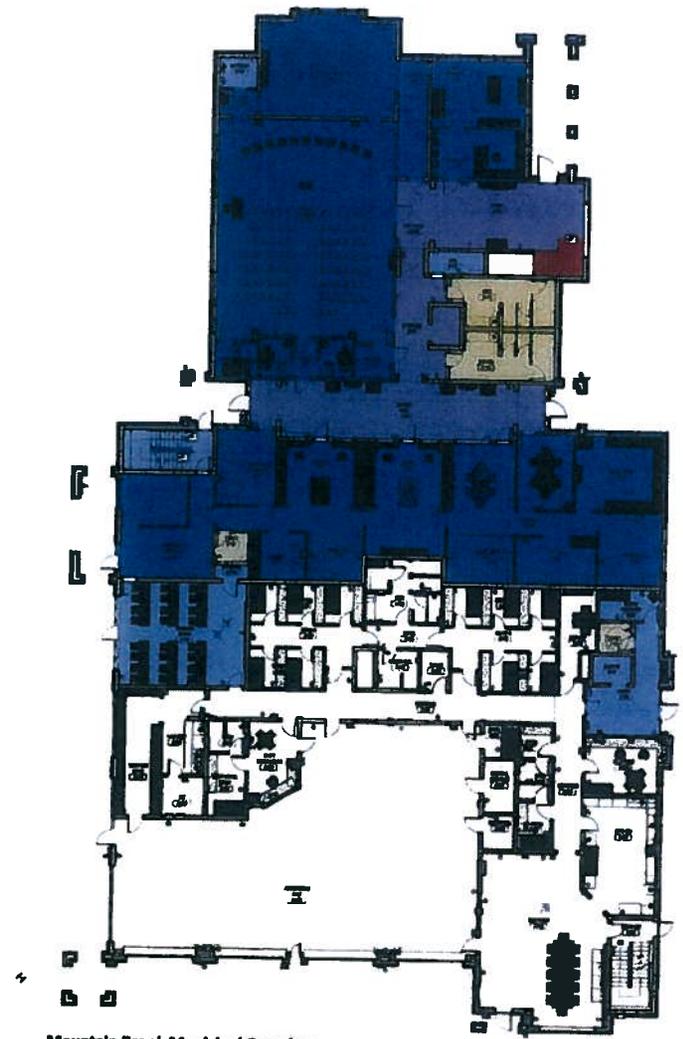
**Mountain Brook Municipal Complex  
Janitorial Floor Finish Plan  
City Hall & Fire Department Administration**

**Floor Finish Legend:**

-  **Porcelain Ceramic Tile (PCT)**
-  **Carpet**
-  **Vinyl Composition Tile (VCT)**
-  **Hard Wood (Stained) at Stair**
-  **Toilets - PCT Floor**
-  **Enclosed Stairs - Concrete Floors**

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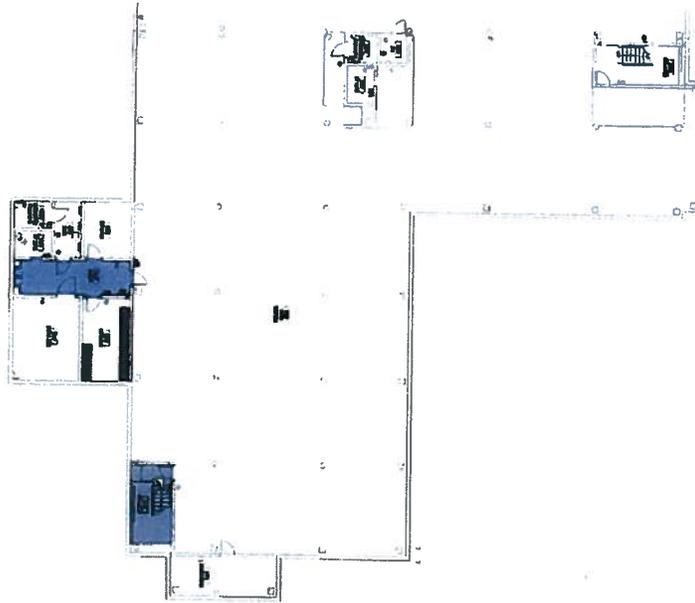


**Mountain Brook Municipal Complex  
First Floor - Janitorial Floor Plan  
City Hall & Fire Department Administration**

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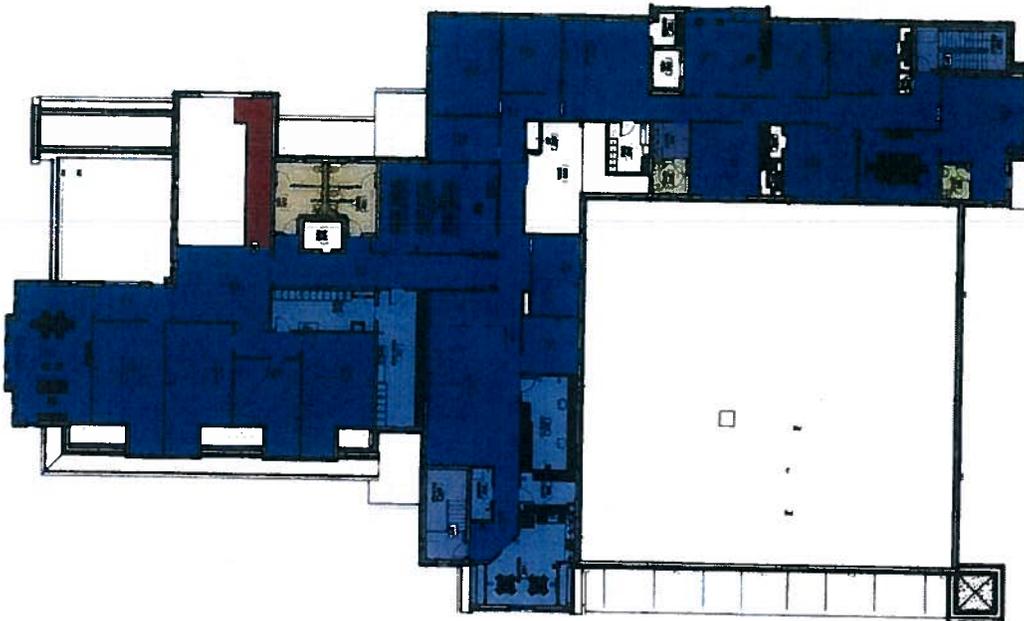
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Mountain Brook Municipal Complex  
Basement - Janitorial Floor Plan  
City Hall & Fire Administration

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APPENDIX 2

Mountain Brook Municipal Complex  
Second Floor - Janitorial Floor Plan  
City Hall & Fire Department Administration

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**Cleaning and maintenance - Ceramic materials**

**City Hall: Main Lobby, Service Mail & First Floor Public Restrooms**

**Initial cleaning**

These are the so-called **final cleaning operations**: this is the most important step, as it influences the results of the subsequent use of the product. Its purpose is to remove any trace or residue of foreign matter from the surface of the slabs.

If you have used a **cement-based sealant** during installation, once the grout has dried, Florim recommends carrying out the following operations:

1. **remove any coarse dirt** using a vacuum cleaner;
2. **wet the floor** with clean water in order to **soak and protect** the joints against the corrosive action of the detergent;
3. **clean using a suitable acid detergent**, which can be applied by hand (with a clean cloth) or with a machine (a single-brush machine with medium, non-abrasive bristles or a high-pressure water cleaner);
4. **soak up the cleaning solution** with a clean cloth or a suitable vacuum cleaner;
5. **thoroughly rinse** surfaces with clean, warm water to neutralise the action of the detergent;
6. **remove any build-up** by scraping it off;
7. If needed, **clean the surface again** with the single-brush machine, using a **diluted neutral or alkaline detergent**, then **rinse** using clean warm water and dry.

If an **epoxy sealant** has been used during installation of the product, given the chemical nature of such product, any remaining residue on the slab's surface should be removed **before the grout has hardened completely** and carefully follow the instructions supplied by the manufacturer.

**Warning**

- Some of the components contained in sealants are not resistant to acids. This is why we always recommend you ask the groud manufacturer for advice on the **most suitable detergent** for cleaning purposes.
- With particularly difficult stains, **clean the area** by following the instructions in the *Type of detergent according to the type of dirt* table, included at the end of this chapter.

**Routine maintenance**

This is the normal cleaning carried out on floors and walls and usually consists in:

- **vacuuming** dust, dirt, grit;
- **washing** with diluted neutral or alkaline detergent.

Anti-slip surfaces and areas demanding high hygiene standards (kitchens, food stores, etc.) need to be cleaned more frequently, even on a daily basis.

**Natural surfaces**

To clean natural surfaces only use **warm water and mild alkaline detergents available from most retailers** (products containing hydrofluoric acid and its derivatives should not be used). We do not recommend using detergents containing **wax**, to avoid creating an oily coating on the surface of the slab.

With particularly difficult stains, we recommend you **clean the area** by following the instructions in the *Type of detergent according to the type of dirt* table, included at the end of this chapter.

**Polished and glossy surfaces**

To clean polished and glossy surfaces only use **warm water and mild alkaline detergents available from most retailers** (products containing hydrofluoric acid and its derivatives should not be used).

We recommend you **periodically carry out special cleaning** with specific detergents, such as

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buffer acids or professional oil-repellents: this will allow you to remove any remaining dirt and helps maintain the floor's shine over time.  
We do not recommend using detergents containing **wax**, to avoid creating an oily coating on the surface of the slab.  
With particularly difficult stains, we recommend you **clean the area** by following the instructions in the *Type of detergent according to the type of dirt* table, included at the end of this chapter.

**Structured and relief surfaces**

To clean this type of surface use **warm water and mild alkaline detergents available from most retailers** (products containing hydrofluoric acid and its derivatives should not be used). When cleaning these surfaces we recommend you **follow the outline of the relief pattern** and, if necessary, rub gently to remove the dirt from the surface's cavities.  
We do not recommend using detergents containing **wax**, to avoid creating an oily coating on the surface of the slab.  
With particularly difficult stains, we recommend you **clean the area** by following the instructions in the *Type of detergent according to the type of dirt* table, included at the end of this chapter.

**Special maintenance**

This is a particularly intense and accurate type of cleaning that you may need to carry out **once a year or every six months**. It is conducted by following the same instructions given for routine maintenance, but by using alkaline detergents with medium concentration.

**Type of detergent according to the type of dirt**

Below are some of the substances indicated to remove stains. The instructions are grouped by type of product and do not contain references to specific detergents: however, these features are clearly indicated on the labels of detergents available from most retailers.

Type of dirt	Type of detergent
Grease and oil	Alkaline detergent
Ink	Sodium hypochlorite solution (bleach) or acid detergent
Rust	Acid detergent
Limescale and cement build-up	Acid detergent
Bear, wine, coffee	Sodium hypochlorite solution (bleach) or alkaline detergent
Tyre marks	Organic solvent (trichloroethylene, thinner)
Ice cream	Alkaline detergent
Resin	Organic solvent (white spirit, thinner)
Fruit juice	Diluted sodium hypochlorite solution (bleach)
Pen marks (permanent marker)	Organic solvent (acetone, thinner)
Aluminium scratch marks	Acid detergent or abrasive detergent (cream/powder)
Other stains	Abrasive cream detergent

**Warning**

- We recommend you always **follow the manufacturer's recommended dosages and times** by carrying out tests on non-installed material or concealed areas of the installed surface.
- If using **acid** detergents, we recommend you always **thoroughly soak the joints** before cleaning to protect them from the corrosive action of the detergent.
- If dealing with an area with **special cleaning needs** (kitchens, hospitals, shops, ect.) or an area subject to **particularly difficult dirt** to remove (outdoor flooring, offices, ect.), it is best to carry out the abovementioned cleaning operations in combination with washers and specific products.
- Before cleaning, we recommend you **always carefully read the technical files** contained in the catalogues of each collection.

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APPENDIX 3

**Ceramic Tile - Routine Care –**

**Remainders of Building**

Cormentars and spalls on a glazed ceramic tile are, generally, easier to clean than other, more impervious surfaces. Glazed tile products should be cleaned routinely with an all-purpose, low VOC household or commercial cleaner. The product chosen should also be grout joint cleaning compatible. The type of product may vary depending on the tile application and use. A multipurpose spray cleaner, which removes soap scum, hard water deposits, and mildew designed for every day use, can be used on wall tile areas in residential baths and showers.

The entire area should be cleaned and scrubbed with cleaner solution through the use of a cotton mop, cloth, sponge, or non-metallic brush. The entire area should be rinsed with water to remove any cleaning solution residue. Remember that you should sweep or vacuum floor areas prior to cleaning to remove any dirt or debris. Routine cleaners should never contain hazardous or polluting products including, but not limited to acids or ammonia. Acids can damage the grout and the glazed surface of the tile, and ammonia can discolor the grout. Unglazed tile should be cleaned routinely with concentrated tile cleaners that have a neutral pH for safe regular use. These cleaners are better suited at removing grease, oils and normal spills from unglazed products. Again these products will vary depending on the application, amount of traffic and the use. The product chosen should also be compatible with cleaning the grout joints at the same time.

**Removal of Sealers/Waxes/Floor Finishes:**

If you need to remove a topical sealer or floor wax from a ceramic tile you should use a Tile Sealer & Adhesive remover. Always test a small area first. Apply a liberal amount of undiluted sealer & adhesive remover to a manageable area. Allow setting without drying until coating or residue softens. Reapply if necessary until sealer softens and can be removed. If necessary, rubse thoroughly with nylon scrub pad. Wipe up the residue with a cotton towel or sponge. Rinse

**Class Tiles**

For routine cleaning, use any non-abrasive cleaning compound recommended for either glass or tile

**Metal Structures/Metal Ages/Urban Metals**

To clean, use a liquid non-abrasive household cleaner.

DO NOT use scouring pads, steel wool, sandpaper or other abrasive products.

Avoid cleaners containing ammonia, bleach, abrasives, or other hazardous/polluting compounds.

Always test in small inconspicuous area while using a new cleaner to ensure compatibility.

**Ceramic Tile - Grout Care**

Grout is the material used to fill the spaces between the individual tiles. Grout comes in many colors. While color is important to the final finished look of the installation, it has little effect on the functionality of the grout. The purpose of grout is, simply, to fill the joint between the tiles and becomes a permanent, integral component of the finished installation.

**Penetrating/Impregnating Sealer:**

Most tile installations use cementitious grouts. This type of grout should be sealed after installation to prevent the color from staining. The grout should be sealed with a penetrating/impregnating sealer (often called grout sealers) which does not contain silicone.

When grout has been stained to the point that it cannot be maintained or returned to its natural color, you can return the grout back to its original color or any other color through the use of a "grout stain". Grout Stains are epoxy-based products that are specifically designed to penetrate into the grout and seal it with a permanent color. Once the grout has been stained there is no need to seal it any further with a penetrating/impregnating sealer. Prior to staining, the grout joint should be cleaned thoroughly to remove any dirt, oils, grease or sealers with a professional strength Tile & Grout Cleaner. This can be purchased from most Home Centers or through your local Professional Floor Covering Dealer.

Grout Color Restoration:

Neither sealing the grout nor using a 100% Epoxy Grout will guarantee against surface build-up or discoloration of the grout. Grout needs to be cleaned on a periodic basis to remove any surface build-up. Routine grout cleaning can be done with a daily concentrated household or commercial cleaner depending on the application. When heavy duty grout cleaning is required, you will need to use a professional strength Tile & Grout Cleaner that is capable of removing grease, soap scum, body oil, mildew stains, siges, and synthetic or acrylic waxes from the grout joints. However, such a product should contain non-polluting chemicals and low VOC levels. This type of product can be purchased from most Home Centers, or through your local professional Floor Covering Dealer.

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**Ceramic Tile - Routine Care –**

**Remainders of Building**

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**Metal Structures/Metal Ages/Urban Metals**

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# Interface FLOR®

February 6, 2013

To: Whom It May Concern

**Subject: Proper Maintenance and Frequencies**

InterfaceFLOR recommends implementing a routine carpet maintenance program that will preserve and maintain your floor covering and extend the life of your carpet investment. All maintenance programs should include daily vacuuming and periodic restorative cleanings. Restorative cleaning is needed before the carpet's appearance has degenerated to a point when cleaning is an absolute necessity. Excessive soils and stains may require different methods or a combination of methods to be utilized. However, even restorative cleaning typically will not achieve the desired original beauty and appearance of the floor covering if the carpet has been neglected. Routine care means a longer lasting product. What is important is to implement a maintenance program from the beginning. An effective maintenance program is carefully planned and executed on schedule. There are many factors that can affect the appearance of carpet including color, pattern, yarn fiber, and of course maintenance.

InterfaceFLOR recommends a combination of maintenance procedures which should include daily vacuuming, daily spot cleaning, and a restorative hot water extraction. Before starting a restorative cleaning the entire carpeted surface must be thoroughly vacuumed using an upright vacuum. Our recommended procedure for a restorative hot water extraction is to prespray the entire carpeted surface, working with small sections at one time, with a detergent solution designed to breakdown and emulsify the soil. Follow that by agitating the solution with a brush, working the solution down into the fibers, and finally extraction with plain water. It is critical that a high quality detergent solution is applied to the entire surface not just the traffic lanes. Do not spray more area than can be extracted within 10 minutes as the detergent solution should never be allowed to dry before the area is extracted with the water. Cleaning without using a detergent, such as using water only or using ionized water, will not yield acceptable results and therefore is not recommended. Another important factor in the restorative cleaning process is the agitation of the carpet fiber. This can be accomplished during the agitation step by using a counter-rotating brush machine or by using a pile lifter instead of a vacuum cleaner before starting the restorative cleaning process and then again after the cleaning process once the carpet is completely dry. In addition, InterfaceFLOR does not recommend the use of a bonnet machine or any rotary-motion equipment for any type of maintenance procedure.

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# Interface

## Maintenance Specification Guide

Exclusive to all Interface Products

2.30.12 v.7

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### Introduction

Why is maintenance important? By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment. A routine maintenance program includes daily care such as vacuuming and spot cleaning, in addition to periodic restorative cleaning by hot water extraction. Excessive soles and stains may require different methods or a combination of methods to be utilized. However, even restorative cleaning typically will not achieve the desired original beauty and appearance of the floor covering if the carpet has been neglected. Routine care means a longer lasting product. However it is important to implement a maintenance program from the very beginning. Having the right equipment and cleaning solutions along with proper training techniques is critical to the success of the program. An effective maintenance program is carefully planned and executed on schedule. There are many factors that can affect the appearance of carpet including color, pattern, yarn fiber, and of course maintenance.

### Comprehensive Maintenance Plan

An effective maintenance program consists of five key elements:

- Preventative Maintenance – containing the soil entering the building using walk-off mats at entrances. This includes outside matting, inside matting and mats at certain other high traffic interior areas.
- Vacuuming - regular vacuuming is the single most important part of a maintenance program. Spot and Spill Removal – quick response to spills is the key. The faster spills are dealt with the less chance that it will leave a stain.
- Interim Cleaning – several different methods can be utilized. If used regularly, interim cleaning can prolong the need for restorative cleaning.
- Restorative Cleaning – deep cleaning designed to remove trapped soils. Hot water extraction is the most effective method and the only restorative method recommended by Interface & Bentley Prince Street.

### Identifying Your Specific Maintenance Needs

Just as various areas of your office or building are subject to different uses, each area demands a different level of maintenance and care. Heavily trafficked areas such as entrances and corridors require more frequent vacuuming and cleaning. Areas around vending machines and desks need daily attention to spills and stains. Also certain areas may require different types of equipment to be used. A comprehensive maintenance program should have a chart or diagram of the building's floor space outlining proper cleaning frequency rates, methods and equipment. This well designed maintenance plan will add years of useful life to your carpet investment.

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### Commercial Carpet Cleaning Frequency Chart

Traffic Soil Rating	Carpet Owner/ Maintainer		Professional Carpet Cleaner/ Restorer	
	Vacuuming	Spot Cleaning	Interim Maintenance (Between Restorative Cleanings)	Restorative Cleaning
Light <500 foot traffics per day	1 to 2x per week	Daily or as soon as spots are noticed	1 to 3x annually	1 to 2x annually
Medium (moderate) 500-1000 foot traffics per day	Daily in traffic areas. Overall 3 to 4x per week	Daily or as soon as spots are noticed	3 to 6x annually	2 to 4x annually
Heavy 1000 - 2500 foot traffics per day	Daily in traffic areas. Overall 4 to 7x per week	Daily or as soon as spots are noticed	6 to 12x annually	3 to 6x annually
Very Heavy >2500 foot traffics per day	1 to 2x daily in traffic areas. Overall 7x per week	Daily or as soon as spots are noticed	12 to 62x annually	6 to 24x annually

\*Recommended frequency guide per IICRC S100 (Institute of Inspection, Cleaning, and Restoration Certification)

### Maintenance Techniques

The ideal maintenance program is designed to help prevent soil from reaching the carpet and to remove soil before it causes damage. To keep your carpet clean and looking like new, this ideal maintenance program uses a combination of methods. These methods are tailored to your facility's needs. Cleaning frequencies are based on the specific needs of trafficked areas in your facility.

#### Preventative Maintenance

Maintaining your carpet's appearance means more than choosing the right cleaning method. Choosing the right products up front contributes greatly to the overall performance of your floor covering. The use of walk-off mats helps keep soil from entering the building. Outside mats are designed to scrape dirt and debris off shoes while interior mats are designed to remove smaller soil particles as well as help absorb moisture. Interior walk-off mats should extend a minimum of six feet inside the entrance. At 15 feet, these mats can effectively remove 80% of soil and moisture before it reaches the carpet. Mats can also be effective in other interior areas including elevators, around water coolers and food station areas, and at stair thresholds. Walk-off matting should be maintained the same way as interior carpet using the frequency guidelines for 'Very Heavy' based on the chart on page 4.

#### Chair Pads

Chair pads are NOT required with any Interface carpet.

#### Vacuum Cleaning

A good vacuuming program is essential to the success of your carpet maintenance efforts. Effective daily vacuuming reduces the frequency of periodic maintenance procedures required to maintain clean carpet. In addition to removing soil, vacuum cleaning also helps to lift and restore pile particularly for cut pile carpet. Proper equipment and technique are critical to the success of a vacuuming program.

Machines with cylindrical brushes should be used and set so that brushes are in contact with pile surfaces. Twin motor machines with independent motors for suction and brushing are preferred for this task. In most cases upright vacuum cleaners are advised; canister and back pack type machines without brushes and riding sweepers with rotary brushes are generally not recommended but their use will not void the product warranty. Vacuums with top loading soil bags and HEPA filters are also highly recommended. The Carpet and Rug Institute has a Seal of Approval program that grades various maintenance equipment including vacuum cleaners. For a list of these certified vacuum cleaners see the CRI website at [www.carpet-rug.org](http://www.carpet-rug.org).

The frequency of vacuuming is determined by visual inspection, but should be done daily. Heavy traffic areas such as lobbies, entryways and barrier mats, particularly those exposed to various weather conditions, may require more frequent vacuuming. Vacuuming these areas more than once

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a dry will help prevent soil from being tracked into other areas. The procedure for thorough vacuuming is using slow overlapping strokes making sure that the entire carpet surface is covered. Strokes should be no longer than 2 - 3 feet in length to avoid constant bending.

**NOTE: FOR FLOR S AND SUPER FLOR PRODUCTS A SUCTION ONLY VACUUM IS RECOMMENDED OR IF EQUIPPED, USE THE SUCTION ONLY SETTING ON A STANDARD UPRIGHT.**

**Spot Cleaning (NYLON CARPETS ONLY)**

Daily removal of spots and spills helps maintain the carpet's appearance between scheduled cleanings. Immediate action against spots and spills also reduces the probability of a permanent stain. It is important to use solutions that are appropriate for the specific type of spot or spill - water based, oil based, or solids including gum. Use spotting solutions sparingly and always try to remove the spot with water only before using a spotting solution. If available, using a portable extractor will significantly improve the ability to remove spots.

**Treating Water-Based Spots**

For liquid spills, start by blotting up as much of the liquid as possible with a clean white cloth. If the spill is semi-solid or has hardened, gently scrape it with a spoon or spatula and then blot the spot with a damp sponge. Always work from the edge of the spot towards the center. Never rub across a wet spill in a manner that causes the stain or contamination to be spread from the original area.

If spot remains after using water, refer to our spotting guide and choose the appropriate solution. Apply a minimal amount of solution and using a hand brush, gently agitate the solution. Rinse with water and allow the area to dry about 1 hour and then vacuum. Repeat the application if necessary. Protect the freshly cleaned area until the carpet is completely dry. **Do not brush aggressively on the spot.**

**Treating Oil-Based Spots**

When removing oily stains such as paint, grease, tar, asphalt, always check for color fastness by applying your cleaning solution to an inconspicuous area of the carpet. Spray or pour the solvent onto a white cloth and press it onto the carpet. Check the cloth for any evidence of dye transfer to the cloth. If color transfer is evident, do not use the solution. If colorfastness is not a problem, apply your solution sparingly to a clean white cloth and press the cloth onto the spot.

Again, do not rub across the stain, but wipe gently from the outer edge toward the center of the spot. Repeat the procedure until the spot has been removed. Rinse with water and allow the area to dry about 1 hour and then vacuum. Protect the freshly cleaned area until the carpet is completely dry.

**NOTE: IF AVAILABLE, A SMALL PORTABLE EXTRACTOR MAKES THE TASK OF FLUSHING SPOTS AND REMOVING EXCESS MOISTURE MUCH EASIER. IF STAIN CANNOT BE REMOVED PLEASE CONTACT AN INTERFACE CONSULTANT.**

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**Interim Cleaning**

**Dry Extraction**

The low moisture dry extraction method is a safe, easy, and effective method for handling maintenance on a regular basis. The procedure uses a moist compound (powder) that does not leave the carpet wet and allows for immediate access and traffic once the procedure is complete.

Follow this process for dry extraction: Thoroughly vacuum the carpet. Spread extraction compound on the carpet and then agitate using a low moisture applicator with counter rotating brushes to gently brush the moist compound into the fiber, dislodging and dispersing accumulated soil. Allow 30 minutes for drying before thoroughly vacuuming compound and soil from the carpet.

**Crystallizing Application (Dry Foam or Encapsulation)**

The crystallizing method of maintenance is a low moisture procedure similar in some respects to the dry extraction method but instead of using the powder, a liquid encapsulation solution is used. Benefits include immediate access to the area without the necessity of extended drying time.

Follow this procedure for crystallizing application: Thoroughly vacuum the carpet. Apply the encapsulation solution using an electric sprayer or a simple pump-up garden type sprayer. Agitate the carpet pile using a low moisture applicator with counter rotating brushes to gently brush the solution into the fiber, dislodging and dispersing accumulated soil. Allow time for the solution to dry. Drying time will vary accordingly to several factors including humidity, air flow and air temperature but can normally be expected to be 30 - 60 minutes. Finish with vacuuming. This process is designed to encapsulate the soil as the solution dries forming small crystals that can easily be vacuumed out of the carpet.

**NOTE: FOR FLOR AND SUPER FLOR PRODUCTS, HOT WATER EXTRACTION IS THE ONLY RECOMMENDED CLEANING PROCEDURE.**

**Bonnet Cleaning**

**NOTE: USE OF A BONNET OR ANY OTHER TYPE OF ROTARY MACHINE FOR CLEANING OR DRYING IS NOT RECOMMENDED AND MAY VOID ALL WARRANTIES.**

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Hot Water Extraction

As with all other maintenance methods, always prepare the carpet by vacuuming.

Hot water extraction is an effective method for removing heavy soil and residue from carpeting. Start by applying a detergent pre-spray appropriate for carpet using an electric or pump type sprayer. The application should be over the entire carpeted surface not just the traffic lanes. Agitate the pre-spray with a dual brush counter-rotating low moisture applicator. Allow 10 minutes of dwell time. Using only clean water in the extractor, thoroughly rinse the carpet. For heavily soiled high-traffic areas the procedure can be repeated until the extracted water is relatively clear. The hot water extraction method injects water into the carpet. The injected water suspends the soil and contaminants in the solution for easy removal by the built-in vacuum system.

The recommended technique: Operate the floor wand or self-contained extractor by engaging the solution valve or button and pulling or pushing the equipment for approximately three to five feet (or at a comfortable distance). Release the solution valve before reaching the end of your pass to assure that you vacuum up all of the solution. Cover the same area two or three times both with solution and without solution (suction only) to remove as much soil and moisture from the carpet as possible. Overlap each stroke approximately two inches on the area already cleaned and proceed as described above. Make several additional passes with the solution valve off to remove as much moisture from the area as possible, always being careful not to over wet the carpet. Make sure HVAC system is on and use drying fans (air movers) on wet areas during and after cleaning to allow the carpet to dry completely. Complete the procedure with a thorough vacuuming.

**NOTE: ALTHOUGH IT IS RECOMMENDED THAT WATER TEMPERATURE RANGE BETWEEN 110° AND 180° F, USING WATER WITH TEMPERATURES ABOVE THAT RANGE WILL NOT CAUSE ANY DAMAGE TO OUR PRODUCTS. LIKEWISE COLD WATER CAN ALSO BE USED BUT ONLY WITH A DETERGENT DESIGNED FOR COLD WATER USE.**

**NOTE: DRYING TIMES WILL VARY BASED ON INTERNAL AND EXTERNAL ENVIRONMENTAL CONDITIONS. PLAN ON A MINIMUM OF 3 HOURS UNDER NORMAL CONDITIONS. DO NOT ALLOW FOOT TRAFFIC ON THE CARPET UNTIL IT IS DRY. ALLOWING FOOT TRAFFIC BEFORE CARPET IS DRY CAN CAUSE FIBER DAMAGE AND RAPID RE-SOILING.**

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Cleaning Solutions

Some commercial carpet cleaning solutions are very harsh and can damage the carpet fiber. It is important to select solutions that meet the basic standards outlined here and to evaluate each product before using it.

Interface brand carpets can be maintained using a number of widely recognized and readily available carpet cleaning agents. Some cleaners have actually earned the Carpet & Rug Institute's Seal of Approval. For a list of these certified cleaning solutions see the CRI website at [www.carpet-rug.org](http://www.carpet-rug.org). Always follow the manufacturer's recommended guidelines for using any cleaning solution. Avoid products with pH levels over 9.5 and products that contain toxic or flammable solvents. Do not use oil-based defoamers of any kind. Detergents designed for use in hot water extraction equipment should not contain an oil-based defoamer and caution should be used with the amount of detergent added. Oil based defoamers have the potential to leave oily residues and adding too much detergent could leave excess detergent on the carpet. Both scenarios will lead to rapid re-soiling and the need for more frequent cleanings. In addition, cleaning solutions containing optical brighteners should not be used. Optical brighteners can adversely affect the coloration of carpet and lead to premature aging or yellowing of the carpet.

Cleaning solutions used for Interim and/or Restorative cleaning should be tested for sticky residues that may cause re-soiling. To test a solution, pour a small amount in a clean glass dish. Allow the solution to air dry completely (24 hours minimum). Break up any hard residue on the surface of the glass dish and examine it. If the residue can be characterized as dry powder, dry flakes or dry crystals, the solution is acceptable. If the residue appears oily, greasy, sticky, or in waxy flakes, the solution is not acceptable since it would likely contribute to rapid re-soiling.

Spotting solutions should be used as needed and should be flushed out with clean water after the spot has been treated.

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### Spot Removal Guide

The chart below is a guideline to spot removal. Follow each step in order, proceeding to the next step only if the previous step failed to remove the stain. The use of a portable extractor with water is highly recommended for a first attempt at spot removal and can be used after each step to flush solution. For unknown spots use water first then try dry cleaning solvent, followed by detergent solution.

If you cannot remove the spot following these guidelines, call Interface maintenance support at 1.800.338.0225, ext. 8266

#### Spotting Solutions

1. Detergent Solution - Mix 1/4 teaspoon colorless mild detergent in 1 cup water.
2. Ammonia Solution - Mix 1 tablespoon clear household ammonia in 1/2 cup water.
3. Vinegar Solution - Mix 1/3 cup white household vinegar in 2/3 cup water.
4. Dry Cleaning Solvent - Apply isopropyl alcohol (standard rubbing alcohol) to clean cloth and blot. DO NOT apply directly on carpet.

Beer	1	3	
Blood	1	2	
Butter & Margarine	4	1	
Candle Wax	Scrape away as much as possible with a spoon or dull knife.	4	
Catsup/ Tomato Sauce	1	2	
Chewing Gum	Harden gum with ice until brittle enough to scrape away with a spoon or dull knife.	4 or use a commercial chewing gum remover.	
Chocolate	Scrape away as much as possible with a spoon or dull knife.	1	2
Cocktails	1	3	
Coffee	1	3	
Cough Syrup	1	2	

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### Maintenance Equipment

Using the right equipment is as important as using the right cleaning solutions and the best techniques. These guidelines provide the basic technical specifications you need for key pieces of carpet maintenance equipment.

#### Vacuum (For twin motor uprights)

- Power • 8 amp
- Filtration • Down to .3 microns or lower
- Vacuum • 60" waterlift-motor or better @ 90+ cfm
- Brush • Toothed belt drive preferred
  - Brush speed 2,500 - 5000 rpm
  - Brush diameter 2" - 3 1/4"
  - Brush height adjustment essential; self-adjusting design preferred
- Working Width • 15" - 30"
- Dust Bag Capacity • 300 - 400 cubic inches

NOTE: VACUUM CLEANER SHOULD HAVE THE CARPET AND RUG INSTITUTE'S SEAL OF APPROVAL THROUGH THEIR GREEN LABEL CERTIFICATION PROGRAM. TOP-LOADING DUST BAG MACHINES WITH HEPA FILTERS ARE STRONGLY RECOMMENDED. BATTERY POWERED VACUUM CLEANERS ARE NOT RECOMMENDED.

#### Low Moisture Applicator

- Power • 2-8 amp
- Width • 12" - 22"
- Brushes (2) • 10" - 20" Counter-rotating
- Brush speed • 400 rpm

#### Hot Water Extractor

- Power • 10 - 15 amp
- Fluid Delivery • (minimum) 1/2 gallons/minute - 50-100 psi
- Tanks • 8-20 gallon solution
- 8-20 gallon recovery
- Vacuum • 100" - 140" water lift at around 90-100 cfm
- Vacuum Shoe • 11" - 18" wide
- Wheels • Non-marking 4" - 10" diameter

NOTE: WHILE TRUCK-MOUNTED UNITS GENERALLY GIVE OPTIMAL PERFORMANCE, HIGH QUALITY SELF-CONTAINED UNITS ARE EQUALLY EFFECTIVE AND ARE THE PREFERRED METHOD FOR MOST COMMERCIAL ACCOUNTS.

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Crayons	Scrape away as much as possible with a spoon or dull knife	4	
Egg (raw)	Blot up as much as possible.	1	2
Food Coloring	1. until color no longer transfers to towel.	2	
Fruit Juice	1	2	
Furniture Stain	4		
Glue	1	4	
Grass	1		
Gravy	1	2	
Greases	Scrape away as much as possible with a spoon or dull knife	4	
Ice Cream	1	2	
Ink (Ballpoint)	4		
Ink (India)	4		
Jam and Jelly	1	2	
Lipstick	Scrape away as much as possible with a spoon or dull knife	2	
Merthiolate & Mercurochrome	1	2	
Mildew	1	2	
Milk	1	2	
Muilage	1	2	
Mud	Scrape away as much as possible with a spoon or dull knife	1	2
Mustard	1	3	
Nail Polish	4	Apply amyl acetate or non-acetone based nail polish remover to cloth and blot. PRETEST FRST.	
Oil	4		
Paint (Oil-Based)	4		

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Paint (Water-Based)	1	2	
Rubber Cement	Roll the glue off if it has hardened sufficiently.	4	
Rust	Apply rust remover or warm oxalic acid solution for 10-15 minutes	2	
Shoe Polish	4		
Soft Drinks	1	2	
Soot	1	4	
Tar & Asphalt	Scrape away as much as possible with a spoon or dull knife	4	
Toothpaste	1	3	
Urine	Blot up as much as possible if still wet.	1	3
Vomit	Blot up as much as possible if still wet.	1	2
Wine	1	3	

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**Vinyl Composition Tile**

ARTFFECTS® | RAFFA  
 EXELON® Chromaspin® | Stonetex® | Companion Square® | Feature™ Tile/Stripe  
 Standard EXELON® Multicolor® | Imperial™ Texture | Imperial™ Texture Classics  
 Imperial™ Texture Flave®

Armstrong® commercial vinyl composition tile is coated with the Fast Start Factory Finish. Following the Fast Start Factory Finish makes initial maintenance quick and easy and does not require removal after installation. It is compatible with commercial door rollers (such as Armstrong® S-455 Commercial Floor Sealer) and features that need to strip the tile. Vinyl composition tile requires polishing for protection, ease of maintenance and an attractive overall appearance.

**For Best Results:**

- When performing wet maintenance, always use proper signage and prohibit traffic until the floor is completely dry.
- Do not wet wash, machine scrub or strip the floor for at least 4 days after installation. This is to prevent excess moisture from interfering with the adhesive bond.
- The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on the floors less than 2 years old because these strippers may affect the adhesive bond.
- Do not use excessive amounts of liquid during maintenance.
- Do not use brown or black pads, equivalent brushes or stiff-bristled, highly-abrasive brushes on Armstrong® resilient flooring.
- If it becomes necessary to move any heavy fixtures or appliances over the flooring on casters or dollies, the flooring should be protected with 1/4" or thicker plywood, hardboard or other underlayment panels. If other on-site work is continuing, consider using a protective covering such as plain, undyed kraft paper to guard against damage to the new floor.

**Final Maintenance - Immediately After Installation**

1. Sweep, dust mop or vacuum the floor thoroughly to remove all loose dust, dirt, grit and debris.



2. Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following the warnings on the container.



3. Damp mop the floor with a properly diluted neutral (pH 6 to 8) detergent solution such as Armstrong® S-455 Commercial Floor Cleaner.

4. Apply a minimum of 2 coats of a high-quality commercial floor polish (such as Armstrong® S-480 Commercial Floor Polish) to temporarily protect the floor until regular maintenance procedures can begin. The use of a high-quality stain-resistant sealer (such as Armstrong® S-485 Commercial Floor Sealer) beneath the polish should be considered in areas of high traffic, high soil load and areas where staining potential is high.



APPENDIX 4

APPENDIX 1

**Consultants**

For more information about carpet maintenance, please contact one of the following consultants:

[www.Interface.com](http://www.Interface.com)

United States

Mark French

(office) 708-812-6268

(cell) 708-302-1174

[mark.french@interface.com](mailto:mark.french@interface.com)

Interface Americas

1503 Orchard Hill Rd.

LaGrange, GA 30240

Canada

Steven Tulas

613-966-8080

(m) 600-336-0225 x 2117

(fax) 613-966-8945

[stevens.tulas@interface.ca](mailto:stevens.tulas@interface.ca)

Interface

239 Lahr Drive

Belleville, ON K8N 6S2

**Additional References**

Carpet and Rug Institute - [www.carpet-rug.org](http://www.carpet-rug.org)

The Institute of Inspection, Cleaning and Restoration Certification - [www.iicrc.org](http://www.iicrc.org)



BID TABULATION

2013-063

2013-063

April 3, 2013

AGREEMENT

Bids for Landscape Maintenance of the Villages and Library were opened today at 2:00 p.m. Three bids were submitted: Blackjack Horticulture, Landscape Services and Landscape Workshop.

**Blackjack Horticulture, Inc.**

Total Bid: \$27,533.40 - annually  
\$82,600.20 - 36 months  
Village/Muni Complex (monthly) - \$1909.45  
Library (monthly) - \$383.00

**Landscape Services, Inc.**

Total Bid: \$129,622.71- 36 months  
Village/Muni complex (monthly) \$2795.51  
Library (monthly) \$805.12

**Landscape Workshop, LLC**

Total Bid: \$37,404.00 - annually  
Village/Muni complex (monthly) - \$2230.00  
Addendum #2 Muni Complex - \$542.00 (monthly)  
Library (monthly) - \$494.00  
Addendum #1 EON Parking - \$393.00 (monthly)

THIS AGREEMENT made the 3<sup>rd</sup> day of April, 2013, by and between BLACKJACK HORTICULTURE, INC. ("BLACKJACK") and THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City").

WHEREAS, Blackjack has been determined by the City to be the lowest responsible bidder in response to the City's invitation to bid for Landscape services, dated March 13, 2013; and

WHEREAS, the City and Blackjack deem it desirable to formalize and memorialize the terms and conditions of their contract;

NOW, THEREFORE, this agreement:

1. Blackjack shall provide landscape services to the City (including city hall, library and commercial villages) in accordance with the terms, provisions and conditions of the specifications made the basis of the City's invitation to bid and at the rate proposed by Blackjack in the proposal submitted to the City in response thereto. The City's invitation to bid and the bid specifications set forth therein, as well as Blackjack's bid proposed in response thereto (Appendix 1), are incorporated herein and made a part hereof by reference.
2. This contract shall be terminable by the City for cause on ten days' written notice to Blackjack, provided that Blackjack shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of a proposed termination for cause. Either party may terminate the contract without cause on sixty days' notice to the nonterminating party.

ATTEST  
 By: Blair Hayes  
 Its: HORTICULTURIST  
 BLACKJACK HORTICULTURE, INC.  
 By: [Signature]  
 Its: PRESIDENT

ATTEST  
 By: Steven Bone  
 Its: City Clerk  
 THE CITY OF MOUNTAIN BROOK, ALABAMA  
 By: [Signature]  
 Its: Mayor

2013-063

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND BLACKJACK HORTICULTURE, INC. DATED APRIL 8, 2013

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Blackjack Horticulture, Inc. ("the Contractor") dated April 8, 2013.

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

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

2013-063

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

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

APPENDIX 1

CITY OF MOUNTAIN BROOK  
3928 Mountain Road, Suite 230  
MOUNTAIN BROOK, ALABAMA 35113  
OFFICE OF PURCHASING AGENT (CITY MANAGER)

2013-053

Bid Request Posted this Date: March 13, 2013 Bids to be Opened this Date and Time: April 3, 2013 2:00 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. Alabama General Contractor's License number shall be clearly marked on the outside of the envelope.

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

BIDDER Blackjack Horticulture, Inc.  
ADDRESS 5549 Derby Drive  
CITY Birmingham  
STATE AL ZIP 35210  
EMAIL blackjackhorticulture.com  
TELEPHONE (205) 836-2133

BID TOTAL (PER SPECIFICATIONS) \$27,533.40 = Annual  
Village/Municipal Complex (Monthly) \$ 1909.45  
88,000.00 = 36 months  
Emmet O'Neal Library (Monthly) \$ 385.00  
Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

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

Notary Public  
Name: Beverly Moore  
Title: Secretary  
Audi. Signature: [Signature]  
day of April, 2013  
Sworn to and subscribed before me on this 3rd

My Commission Expires 9-30-2013

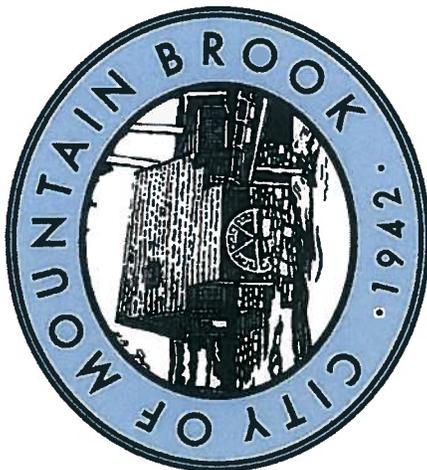
(1) See Lower Library Parking lot change order attached.

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 that employee from 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 8th day of April, 2013.

By: [Signature] City of Mountain Brook, Alabama  
By: [Signature] Blackjack Horticulture, Inc.

APPENDIX I



### Landscape Maintenance Requirements And Contract Specifications

2013

Contact:

Don Cafaro, Sr. Arborist  
205-802-3874 (O)  
205-966-9467 (C)  
dcafaro@mtnbrook.org

APPENDIX 5

2013-063

Sam Gaston

Resolution No. 2013-063 Change-Order

2:47 PM

FYI. We may need to add this to our bid award to BlackJack tonight.

Sam S.Gaston  
City Manager  
3928 Montclair Road AL  
Mailing address-POB 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

From: Don Cafaro [mailto:dcafaro@mtnbrook.org]  
Sent: Monday, April 08, 2013 2:41 PM  
To: Sam Gaston  
Subject: Re: BlackJack

Original bid for Library = \$385/month for 36 months.

Adding lower parking lot at the beginning of contract period instead of Oct 14, 2014 (+ 17 months) = \$5,406.48  
Spread over 36 months, this equals \$150.18/month. Add that to the \$385, and the new monthly invoice for EOL would be \$535.18

On Mon, Apr 8, 2013 at 12:33 PM, Sam Gaston <sgastons@mtnbrook.org> wrote:  
Thanks.

Sam S.Gaston  
City Manager  
3928 Montclair Road AL  
Mailing address-POB 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

APPENDIX I



APPENDIX 1

CITY OF MOUNTAIN BROOK

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

SAM S. GASTON  
CITY MANAGER

March 22, 2013

**NOTICE TO LANDSCAPE MAINTENANCE BIDDERS**

Addendum to Landscape Maintenance Requirements and Contract Specifications for the City of Mountain Brook dated March 13, 2013.

Addendum # 1  
Appendix C-The Emmet O'Neal Library Landscape Plans for new employee parking lot located at 22 Country Club Boulevard.

This area will not be covered by the bid specifications until October 1, 2014.

Please note this addendum in your bids to be opened by the City of Mountain Brook on April 3, 2013 at 2:00 p.m. for landscape maintenance for the commercial villages, municipal complex and The Emmet O'Neal Library.

Questions should be directed to Sam Gaston, City Manager , at 802-3803 or [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)



APPENDIX 1

CITY OF MOUNTAIN BROOK

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

SAM S. GASTON  
CITY MANAGER

April 1, 2013

**NOTICE TO LANDSCAPE MAINTENANCE BIDDERS**

Addendum # 2 to Landscape Maintenance Requirements and Contract Specifications for the City of Mountain Brook dated March 13, 2013.

Addendum # 2  
Appendix A and B for the municipal complex landscaping plan and irrigation system located at 56 Church Street, 101 Tibbett Street and 102 Tibbett Street.

This area will not be covered by the bid specifications until April 15, 2014: The installer of the landscaping will maintain it until that date.

Please include this second addendum in your bids to be opened by the City of Mountain Brook on April 3, 2013 at 2:00 p.m. for landscape maintenance for the commercial villages, municipal complex and The Emmet O'Neal Library.

Questions should be directed to Sam Gaston, City Manager, at 802-3803 or [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

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**APPENDIX 1  
CITY OF MOUNTAIN BROOK  
3928 Montclair Road, Suite 230  
MOUNTAIN BROOK, ALABAMA 35213  
OFFICE OF PURCHASING AGENT (CITY MANAGER)**

**BID COVER SHEET**

Bid Request Posted this Date: March 13, 2013 Bids to be Opened this Date and Time: April 3, 2013 2:00 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. Alabama General Contractor's License number shall be clearly marked on the outside of the envelope.

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

BIDDER \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BID TOTAL (PER SPECIFICATIONS) Village/Municipal Complex (Monthly) \$ \_\_\_\_\_

\$ \_\_\_\_\_ Emmet O'Neal Library (Monthly) \$ \_\_\_\_\_

**Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX**

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

Auth. Signature: _____	Sworn to and subscribed before me on this ____ day of _____, 20__.
Name: _____	
Title: _____	
_____ Notary Public	

**APPENDIX 5**

APPENDIX 1

My Commission Expires:

SUMMARY

The City of Mountain Brook is seeking qualified bids for landscape maintenance operations. These operations are carried out in three general service areas within the city: Villages (Crestline/Mountain Brook/English), Municipal Complex, and Emmet O'Neal Library. Requirements are categorized by the types of maintenance tasks associated with particular site features/attributes (e.g. turf, beds, clean up, etc). For the sake of uniformity, simplicity, and comparison, services are expressed (and should be quoted) as a number of site visits or installments. Bids shall reflect the total annual cost of all maintenance operations necessary to fulfill the stated requirements. The duration of the contract will be 36 months from date of acceptance.

All proposals shall include:

- 1. A signed document from an authorized representative of the company, affirming that it satisfies all the requirements specified under the section titled "Minimum Qualifications for Landscape Contractors"
2. Total annual cost of all maintenance for the Villages and Municipal Complex together (listing relative amounts for each); provide same for Emmet O'Neal Library separately.
3. A calendar or timeline, showing projection of services and treatments to be applied throughout the year (categorized similar to charges above).

Reporting and Quality Assurance

Within five business days after each site visit, the contractor shall submit to the City Arborist a Site Visit Report containing two separate electronic files, via email, with the following information:

File #1: Site Visit Report (SVR)

- Date and location of visit
Tasks completed
A list of all materials, products, and man-hours used to complete designated tasks
Notes, problems encountered, observations

File #2: Chemical Application Summary (CAS)

- Date and location
Weather and site conditions
Purpose of application
Trade name(s), formulation, % active ingredient(s)
Rates and total amounts
Notes, problems encountered, observations

These requirements allow coordination of maintenance operations with and between contractor(s) and city personnel, ensure proper execution of the contract, and maintain accurate records for the purpose of regulatory compliance. As stated above, a record of any and all treatments (to include the use of any chemical that requires an MSDS) shall be kept by contractor and included as a supplement to the Site Visit Report. This documentation, in addition to being required by law, permits a meaningful evaluation of services and treatments over time, particularly in terms of their effectiveness. Just as important, it is intended to result in the most targeted, responsible use of chemicals by avoiding over- or under-application of treatments to accomplish a given objective.

Schedule; Contract Modifications

All locations generally require a weekly site visit. Ongoing communications between both parties should determine the most appropriate timing of installments. Schedules and tasks are subject to change, based on a number of factors. The specifications in this document attempt to address all foreseen maintenance needs. However, requirements and priorities can shift or evolve over time—especially in commercial areas—as a result of future changes to landscape features and attributes, regulations, weather, construction, etc. Crews are expected to adapt to such changes by identifying, correcting, and/or reporting items that require attention. Service needs within or related to the areas listed in the initial agreement,

APPENDIX 1

which are beyond the scope of the agreement, may be subject to a bid process. The city will make every effort to notify the contractor of actions likely to result in changes in the scope of and/or requirements set forth in the initial agreement.

SITE-SPECIFIC REQUIRED SERVICE LIST

GENERAL:

- A. All Villages/Municipal Complex/Library:
1. All locations, sites, and areas represented under this agreement require a weekly site visit for general monitoring and identification of specific items needing attention, in addition to other tasks outlined herein.
2. During each site visit; litter and debris removal, to include woody debris and other plant matter.
3. Spot-spraying and/or hand weeding in all shrub beds and paver areas, and along sidewalks, curbs, and storefronts.
B. Winter Cleanup:
1. (8) Site Visits to all locations between October and January of the following year, or approximately every two weeks.
2. Remove from site all leaves and incidental litter.
3. Loads of leaves brought to a processing center for composting, that are intermixed with pieces of woody debris larger than one-half inch in diameter will be rejected.

TURF & IRRIGATION:

- A. Mountain Brook Village/Municipal Complex/Library:
1. 36 Site Visits (weekly throughout growing season); mow, edge, hand weed, trim, and remove debris; replace dead sections of sod as needed.
2. Fall and spring fertilizer application.
3. Pre-emergent weed control (2-3 applications per year depending on product used, and site conditions).
4. Post-emergent weed control, pesticide, and fungicide applications (as needed).
5. Periodic thatch removal (as needed).
6. Annual core aeration.
B. Mountain Brook Village/Municipal Complex/Library:
1. Maintain existing or newly-installed irrigation systems, and all related components, in proper working order.
2. Systematically monitor all system controls, components, and adjustments; promptly report all associated problems.
3. Identify and/or correct electrical faults, leaks, breakages, or any other problems preventing the delivery of a sufficient volume of water to targeted vegetation.

MULCH:

- A. All Villages/Municipal Complex/Library:
1. Remove and replace, wherever present all existing mulch twice per year.
2. Maintain pine straw and/or mulch with a neat edge and uniform thickness.
3. Add, remove, or adjust mulch or pine straw routinely between complete replacement(s).
4. Prevent excessive buildup of mulch that encourages the growth of fibrous roots above grade.

SHRUB BEDS:

- A. Municipal Complex/Library:
1. Fall and spring fertilizer application.
2. Pre-emergent weed control (2-3 applications per year depending on product and site conditions).

APPENDIX 5

**APPENDIX 1**

- 3. Post-emergent weed control and hand-weeding where necessary.
- 4. Other pesticide/fungicide/plant health care treatments as needed.

**ANNUAL BEDS:**

- A. Municipal Complex/Crestline School Entrance (Church St):
  - 1. Twice per year: annual bed design, preparation, planting, and establishment at Municipal Complex, and other designated locations.
  - 2. Ongoing maintenance of annual plantings to include the appropriate liquid formulation of fertilizer, insecticide, and fungicide; hand weed, water, and dead-head as needed; replacement of dead plants.
  - 3. Submit plans/designs for annual plantings to city, prior to installation.

**TREES:**

- A. [See MAINTENANCE SPECIFICATIONS: Sec. 3.4.C.]

**APPENDIX 5**

**APPENDIX 1**

**NOTES**

The Municipal Complex includes the following: MB Police Dept—101 Tibbett St, MB Fire Dept—102 Tibbett St, and City Hall—56 Church St. This is a new facility, scheduled to be open for business in spring 2013. Maintenance estimates should take into account various considerations associated with newly installed landscape/hardscape features and plant material, such as extended establishment periods for plants (particularly trees). Plans, drawings, and/or details for commonly associated features and systems—that may or may not be present on site at time of bid submittal—not included in this document, should be sought or obtained from the general contractor in charge of overseeing or coordinating the initial installation(s).

In addition to the existing landscape at Emmet O'Neal Library, there are new landscape features surrounding the auxiliary parking lot along Country Club Blvd. Also note that the area within and surrounding the courtyard at the corner of the library—adjacent to the intersection of Keeley Ct and Oak St—will not be part of the maintenance agreement. Estimations of maintenance costs for the courtyard area should not be included in a proposal.

Drawings/plans for the Municipal Complex and the new E.O. Library location are included in this document. All inquiries concerning specific items within or related to the plans should be submitted to the designer(s) listed on the drawings.

Negotiations and agreements regarding the need for maintenance of new and additional landscape or hardscape features, within the contract's service areas and subsequent to the initial agreement, shall be made on a case-by-case basis. For the sake of efficiency, economy, continuity, and uniformity of service; the city will attempt to involve or inform the contractor of its intentions and plans, as they develop and progress.

All estimates for services outlined in this document are to be itemized and listed separately from other service areas, and submitted at the same time, per the instructions. Bids will be awarded based on a sum total of all estimates within the proposal.

Operations related to the Library Service Area, following acceptance of the agreement, shall be invoiced separately with the corresponding monthly charge. On or by a specified date (TBD), the service provider will submit two separate invoices reflecting the Village and Municipal Complex Service Areas, and the E.O. Library Service Area, respectively.

## APPENDIX 1

## MAINTENANCE SPECIFICATIONS

- 1.0 GENERAL
- 1.1 DESCRIPTION:
- A. Scope:
1. Provide all labor, products, equipment and services necessary to maintain site landscape work for a period of thirty-six months.
  2. Maintain all landscape vegetation and irrigation systems as described herein.
- 1.2 SUBMITTALS:
- A. Qualification data for firms specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include a list of a minimum of five similar projects completed within the last five years with project name, address, names of Architects and Owners, overall description of scope of work, and contract value.
- B. Product Data:
1. Submit manufacturer's product literature, instructions, diagrams, specimen labels and MSDS, and other pertinent information.
- C. Maintenance Manual:
1. In a binder, include reasonably accurate schedule, seasonal calendar, and list of procedures for landscape maintenance program, which represents one full cycle within the contract period. Submittal should be made before or close to the beginning of the contract period.
- 1.3 JOB CONDITIONS:
- A. Coordinate the Work of this Section with that of other trades.
- B. Examine conditions under which Work is to be performed and notify Owner in writing of unsatisfactory conditions. Do not perform Work until conditions are satisfactory and acceptable.
- C. Maintain stakes set by others until removal is mutually agreed upon by all parties.
- D. Determine the extent and location of all underground utilities and fixtures, prior to or during excavation of any kind. Take appropriate measures to locate lines by contacting the "One Call" service, and by careful excavation at the site, when work is done.
- E. Employ materials and designs that attempt to minimize future conflicts between utilities and landscape/hardscape installations and maintenance operations.
- 1.4 QUALITY ASSURANCE:
- A. Codes and Standards:
1. All plant materials to comply with State and Federal laws relating to inspection for disease and insect control.
  2. Plant material quality to conform to American Standard for Nursery Stock, American Association of Nurserymen, Inc., latest edition, ANSI Z-60.1.
  3. Plant Material nomenclature to conform to:

## APPENDIX 1

- a. Hortus Third, a Concise Dictionary of Plants Cultivated in the United States and Canada, MacMillan Publishing Company, Inc., New York, latest edition.
- b. Names not listed in the above standard to comply with those most commonly used in the trade.
- c. In all cases, botanical names take precedence over common names.
4. Applicable Sections of the Alabama Highway Department (AHD) Standard Specification for Highway Construction, latest edition.
- B. Contractor Qualifications: Firm experienced in the successful landscape maintenance in the local geographic area. Firm shall have sufficient manpower, equipment and financial resources to complete the Work of this Section. As evidence of this experience, Firm shall provide a list with a minimum of five completed [or ongoing] landscape maintenance contracts in the Birmingham/Central Alabama region with minimum contract duration of 24 consecutive months within the past five years, and contact information for each example. Examples must be similar to this project in these areas:
1. Scope of maintenance services provided
  2. Extent of area(s) and features maintained
  3. Contract value
- C. Supervision:
1. Scheduling, operations, installation, and maintenance shall be supervised by a person(s) having one or more of the following qualifications:
    - a. A four-year degree in a related field, from an accredited institution.
    - b. Is a Certified/Licensed Horticulturist and/or Landscape Professional.
    - c. Has a State Setting of Landscape Plants License.
    - d. Has a State Commercial Pesticide Applicator's License.
- D. Inspection and Approval:
1. All plant material is subject to inspection and approval by the Owner in the field prior to digging, in the nursery in containers, before planting and installation, or any time during the installation and completion of this phase of work
  2. Immediately remove from site plant materials or other materials not complying with specified requirements
  3. Approval is for visual qualities only and does not relieve the Contractor of his obligation to provide materials and workmanship in full compliance with the requirements of the Contract Documents
- 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:
- A. Deliver packaged materials in manufacturer's original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at the site.
- B. Deliver all non-packaged or non-containerized materials to site in a manner that will prevent loss, damage, deterioration or contamination.
- C. Store all materials in approved locations to prevent loss, damage, deterioration or contamination.
- D. Delivery, storage and handling of all plant materials shall conform to AHD Specification Section 860.06(c) and the following:
1. Deliver freshly dug plants, which have not been in cold storage or heeled-in.
  2. Do not prune prior to delivery.
  3. Do not bend or bind trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape.
  4. Provide protective covering during delivery.

## APPENDIX 5

**APPENDIX 1**

5. Deliver plants after preparations for planting have been completed and approved, and plant immediately.

1.6 **SITE MAINTENANCE:**

- A. Keep roads, paving and structures adjacent to maintenance operations clean and free of obstructions, mud and debris at all times.
- B. Do not permit flushing of roads or disposal of dirt or debris into sewers or drainage ditches.
- C. Control dust from maintenance operations.

2.0 **PRODUCTS**

2.1 **WATER**

- A. Owner provides potable water
- B. Contractor provides necessary hose, attachments and accessories.

2.2 **SOIL AMENDMENTS:**

- A. Fertilizer:
  - 1. Applied prescriptively, per soil test report recommendations
  - 2. Commercially available, in appropriate form and formulation for situation
- B. Lime
  - 1. Applied per soil test report recommendations
  - 2. Ground or crushed agricultural lime
  - 3. Containing not less than 85% of total carbonates
  - 4. Commercially available
- C. Decomposed Organic Matter:
  - 1. Well rotted leaf compost and/or manure
  - 2. Containing no weeds, grasses or plants, their seeds, or any substance harmful to plant growth
  - 3. Uniform composition
- D. Tilled and incorporated into native soil to achieve a homogenous consistency and texture across an area representing the projected extent of root growth achieved at such time as all companion vegetation would be considered fully established

2.3 **MULCH:**

- A. 100% pine bark nuggets, mini-nuggets, or pine straw
  - 1. Free from wood, cambium, sawdust, leaves, twigs, insects, grasses or weeds, their seeds, other foreign material, and/or any substance harmful to plant growth.

2.4 **PLANT MATERIALS:**

- A. Solid Sod:
  - 1. Obtained from local sources with growing conditions similar to area to be planted
  - 2. Type as shown and scheduled
  - 3. Containing no more than 5% other grasses
  - 4. Well cultivated and free from weeds, disease, insects, extraneous roots, stones and other foreign material; of good texture
  - 5. Containing no sedge grasses, annual bluegrass, or crabgrass.

**APPENDIX 1**

B. **Plant material:**

- 1. Provide and install species, sizes and quantities shown and scheduled; standard quality, first-class representatives of each species or variety, true to name and type; nursery-grown, unless otherwise shown or scheduled.
- 2. Conforming to standards in American Standard for Nursery Stock.
- 3. Having normal, well-developed branches and vigorous root systems.
- 4. Complying with State and federal laws for disease and insect infestation.
- 5. Healthy, vigorous, free from defects, decay, disfigurements, sunscald injuries, abrasions of the bark, plant diseases, insect pests or eggs, borers, and all forms of infestations or objectionable disfigurements.
- 6. Reject plants lacking compactness or proper proportions, plants which are weak, thin or injured from high density planting or staging in nursery.
- 7. Plants which have been cut back from larger grades to meet certain specified requirements will be rejected.
- 8. Plants with undersized, dry, cracked, or broken root balls, or which are loose in their baskets or containers, will be rejected.
- 9. Balled in burlap (B&B): Root-pruned per industry specifications for species; marked at source and placed in planting site with the same directional orientation as it was at source location.
- 10. Container-grown material:
  - a. Expose roots of plants in containers 7 gallon (#7) or larger in size to identify and correct root defects with bypass pruners or handsaw.
  - b. Expose roots as above, or use bypass style pruners of sufficient size to correct root defects in plants smaller than 5 gallon (#5)
- 11. Size:
  - a. In accordance with American Standard for Nursery Stock.
  - b. Measure plants before pruning, with branches in normal position.
  - c. All replacement material shall match the size attained by original materials at the time of replacement.
  - d. Height and spread dimensions: General body mass of plant, not from branch tip to tip.
  - e. Well-proportioned as to height; reject plants which meet specified measurements but do not possess an overall balance.
  - f. Take caliper measurement on trunk 6 inches above natural ground level up to and including 4-inch caliper size; 12 inches above natural ground level for larger sizes.
  - g. Balled in burlap plants shall have firm, natural root balls of a diameter and depth not less than per American Standard for Nursery Stock.

2.5 **CHEMICAL WEED CONTROL:**

- A. Pre-Emergent (in turf areas):
  - 1. Selective pre-emergent containing the appropriate A.I. and mode of action, given proper identification of target species, and other factors influenced by site conditions.
  - 2. Commercially available.
  - 3. Adhere to manufacturer's recommendations for strength, rate and method of application, and terms of contract related to record-keeping and reporting.
- B. Pre-Emergent (in bed areas):
  - 1. Selective pre-emergent containing the appropriate A.I. and mode of action, given proper identification of target species, and other factors influenced by site conditions.
  - 2. Commercially available.
  - 3. Adhere to manufacturer's recommendations for strength, rate, and method of application, and terms of contract related to record-keeping and reporting.

**APPENDIX 5**

## APPENDIX 1

- D. Maintain Owner's irrigation system(s) in good repair during maintenance period. Operation, management and maintenance of irrigation system are incidental to the Work of this Contract.

## 3.3 INSECT AND DISEASE CONTROL:

- A. Maintain all turf in a pest and disease-free condition by approved means.
- B. Observe all applicable laws, statutes, and ordinances regulating the purchase, use, application and licensing for all pesticides; include application records in Site Visit Reports.
- C. Where possible, combine approved insecticide and fungicide to provide maximum protection for all turf.
- D. Follow manufacturer's recommendations and observe all safety precautions.
- E. Apply appropriate preventive pest/disease control to plants during establishment period, to the extent that certain common problems are known to exist with particular species selections. Generally avoid the increased possibility of such complications with proper site/species selection.
- F. Observe and note presence of any pests and/or diseases on trees and shrubs adjacent to work area, and include in Site Visit Report to Owner.

## 3.4 PRUNING

- A. General Pruning:
- All pruning implements routinely sanitized to avoid/prevent transmission and spread of various landscape related pests and pathogens.
  - Adherence to all parts of ANSI Standards A300 and Z133, latest edition.
  - Practice sanitation by removing from the site, any and all debris produced by pruning operations.
- B. Shrubs:
- Appropriate type and method of pruning, as determined by plant's growth form and habit, timing and location of bloom/bud-set, intended aesthetic function, applicable industry guidelines and/or standards, and other conditions related to plant health.
  - Provide notification to Owner, prior to conducting large-scale or otherwise significant pruning operations for purposes beyond general maintenance and cleaning
- C. Trees:
- Prune Trees only at specific direction or request of Owner.
  - No tree pruning to occur prior to an on-site meeting with the City Arborist, to include a Supervisor and any person(s) potentially directed to perform any portion of the tree pruning. Strict adherence to all related ANSI Standards and Owner's stated objectives.
  -
- D. Annuals/Perennials:
- Routinely and promptly remove dead plants, and any dead, broken, or diseased plant portions.
  - Routinely dead-head plants for fresh appearance and to enhance frequency and number of blooms.

## 3.5 WEEDING:

- A. Minimum weeding:

## APPENDIX 1

## C. Post-Emergent:

- Selective or non-selective post-emergent containing the appropriate A.I. and mode of action, given proper identification of target species, and other factors influenced by site conditions.
- Commercially available.
- Adhere to manufacturer's recommendations for strength, rate and method of application, and terms of contract related to record-keeping and reporting.

## D. Herbicide:

- Non-selective post-emergent with no residual soil activity.
- Commercially available.
- Adhere to manufacturer's recommendations for strength, rate and method of application.

## 2.6 GUYING AND STAKING:

- A. Tree selection and planting techniques should minimize the need for staking and guying.
- B. When deemed necessary, and after consulting with the Owner; acceptable methods of staking/guying do not include any type of material coming into contact with the tree itself, which could abrade, cut, girdle, or otherwise damage the stem (e.g. wire, twine, cable, and rope).
- C. Any plant material requiring support shall be evaluated at the beginning of its second growing season, and support removed if sufficient establishment has occurred.

## 3.0 EXECUTION

## 3.1 GENERAL:

Provide maintenance according to:

- Guideline performance specifications herein.
- Site Specific Required Service List herein.
- All related ANSI Standards, and other accepted cultural practices/techniques.
- Manufacturer's recommendations for material use.
- Applicable State laws and local ordinances.

## 3.2 WATERING:

## A. General Watering:

- Water during early morning hours.
- Use appropriate volume and pressure to ensure water percolates to a depth consistent with the root ball height for given species, size, and on-site soil conditions (deep watering).
- Maintain uniform moisture in all designated planting areas during winter, especially when a freeze is expected.

## B. Trees:

- Achieve deep watering of all designated trees until fully established, using a suitable high volume-low pressure method.
- Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust schedule accordingly, and/or take other permanent corrective measures.
- Where water bags are deployed, deep watering shall directly precede the filling of bags.

## C. Shrubs:

- Water shrubs as necessary to maintain sufficient uniform moisture in bed.

## APPENDIX 5

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1. One day per week hand weed in designated areas during the period from March 1 through September 30; remove visible weeds.
2. Weed to remove visible weeds during the winter.
3. Follow required service list for minimum pre-emergent, post-emergent and chemical contact spray applications.

3.6 SOD MAINTENANCE:

- A. Mowing:
  1. Mow, edge, trim, and clean lawn areas throughout growing season; approximately 4/11—11/15 (or year-round if over-seeded with cool season grass).
  2. Remove grass clippings from the site.
  3. Maintain turf on a weekly basis, as specified, per the required service list.
- B. Thatch Removal:
  1. Removal thatch as needed; determined by annual evaluation and report to Owner.
  2. Remove thatch generally during early spring or mid-fall.
  3. De-thatch using approved equipment for this purpose.
- C. Aerating:
  1. Perform core aeration of all established turf areas once each year during mid-spring or late summer.
  2. Use approved aeration equipment, manufactured especially for this specific purpose.

3.7 MULCHING:

- A. Keep planting areas neat and uniformly mulched at a depth of three inches on a continual basis, unless otherwise noted.
- B. Prevent excessive build up of mulch, such that causes fibrous root development within the top organic layer of the soil profile, by completely removing and reinstalling mulch or pine straw in all designated areas.
- C. Remove and replace loose mulch and pine straw twice each year, generally in the spring and fall; redistribute, even out, or add to mulch or pine straw throughout the year, in conjunction with weekly site visits, to maintain consistent depth and neat appearance.

3.8 STRAIGHTENING:

- A. In designated areas, maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus, raising plants which have settled, and by other means.

3.9 CLEAN-UP:

- A. Keep all planting areas neat and uniformly mulched on a continuous basis.
- B. Clean up adjacent walks and pavement where littered as a result of maintenance operations.
- C. Remove trash and debris from surface of planting areas, whether as a result of maintenance operations or otherwise.

3.10 SITE VISIT REPORTING:

APPENDIX 1

- A. Following a site visit to perform any task under the Required Service List, the Contractor is responsible for submitting a report to the Owner within five business days, to include the following information:
  1. Location, date, and time of visit
  2. Specific tasks performed
  3. Documentation of products used to complete task, with corresponding rates and total amount
  4. Site observations and problems with adjacent landscape and hardscape features

3.11 ACCEPTANCE:

- A. Basis of Acceptance:
  1. Contractor is responsible for landscape maintenance work as specified herein and in keeping with acceptable horticultural practices.
  2. During the period of the maintenance contract, replace with no additional compensation, and as soon as weather permits, all dead or diseased turf and/or annuals, and all turf or annuals not in a thriving condition; replace all other workmanship and materials which are unsatisfactory in the opinion of the Owner; make good any other damage, loss, destruction or failure to flourish sufficiently as the result of inferior or defective materials or workmanship, including, but not limited to, inadequate drainage.
  3. All replacement material shall match the appearance of original material at the time of replacement.
  4. Remove dead or dying material from the site within one week of notice from the Owner.
  5. Repair grades and other work necessitated due to planting replacements.
  6. If the replacement is not acceptable during or at the end of the maintenance period, the Owner may elect either subsequent replacement or credit.
  7. Responsibility for replacement or repair work applies to losses or damage other than those due to vandalism, Owner neglect, or Acts of Nature, as determined by the Owner. Acts of Nature include, but may not be limited to, high winds of hurricane or tornado force, sleet, hail, freezing rain, and extreme cold (as determined by the Owner). Contractor agrees to replace losses due to Acts of Nature at fifteen percent (15%) less than original contract price for the damaged work.
  8. The cost of mobilization (including the provisions of General Requirements and General and Supplementary Conditions) as specified herein is considered incidental to the Work and will not be counted as a separate item for payment.

3.12 FINAL INSPECTION AND ACCEPTANCE

- A. At the end of the maintenance period, submit request for inspection for Final Acceptance to the Owner at least one week prior to anticipated date of inspection.
- B. Upon request for inspection, jointly review with Owner all Work for Final Acceptance.
- C. Replace mulch to specified thickness.
- D. Remove tree staking apparatus and saucers from all trees, unless otherwise directed. Replace mulch to specified thickness.
- E. Submit Maintenance Manual (3 copies) for Owner's information and Owner's approval, containing full details for care and maintenance of landscape work, personnel and procedures, and weekly schedule for maintenance.
- F. Upon completion by the Contractor of all required repairs and replacements, the Owner will confirm the date of Final Acceptance of the Work.

APPENDIX 5

## APPENDIX 1

**Minimum Qualifications for Landscape Contractors**  
**City of Mountain Brook**

1. Alabama General Contractor's License for Special Construction (HS-S), with sub classification "Landscaping", with a minimum bid limit of A - \$100,000.00; hold a Professional Service Permit from AL Dept. of Agriculture.
  2. Bidder must carry the following types of insurance with minimum coverage limits as specified below:
    - A. Worker's Compensation; as required by law
    - B. Employer's Liability; \$500,000 each occurrence
    - C. Bodily Injury, except auto; \$500,000 each occurrence
    - D. Property Damage, except auto; \$500,000 each occurrence
    - E. Excess Umbrella; \$1,000,000 each occurrence
- Bidder must furnish the city with [a satisfactory] certificate of insurance specifically naming the City of Mountain Brook and Emmet O'Neal Library as additional insured's. During the term of this contract, the contractor shall furnish the City evidence of the renewal of all insurance policies at least thirty (30) days prior to their expiration.
3. 5 years experience in commercial or institutional landscape installation projects operating as the same company.
  4. A minimum of 5 projects completed or ongoing in the last 5 years 2007-2012 (show corresponding values over the life of the contract) with work including the following:
    - A. Landscape installation work
    - B. Landscape maintenance work
    - C. Minimum contract duration period of twenty-four (24) consecutive months
  5. Contractor must employ two or more hands-on field supervisors with at least one of the following qualifications:
    - A. Is certified by the Alabama Nurserymen's Association
    - B. Holds a Bachelor's degree in Horticulture or related field from an accredited college or university
    - C. Has a State Setting of Landscape Plants License.
    - D. Holds a Commercial Applicator permit in the category of Ornamental and Turf Pest Control from the Alabama Department of Agriculture and Industries.

Additionally, provide the following information:

1. List any construction projects performed for the City of Mountain Brook during the last five (5) years, 2007-2012; include the project name, contract amount, completion date, and percentage of work performed with contractor's own forces. List all projects and/or maintenance contracts in which your firm is presently involved.
2. List and provide brief explanation, including the resolution, of any disputes or conflicts with the City of Mountain Brook for any previous projects.
3. List lawsuits your firm has filed, or has had filed against it within the last 10 years; include details. List any lawsuits in which your firm is presently involved, either as a plaintiff or as a defendant. The City of Mountain Brook reserves the right to require a detailed explanation of all such lawsuits.
4. Is your firm or any member of the firm barred from doing work for any local, state, or the federal government?

## APPENDIX 1

5. List and document key personnel and their experience; include certification or license numbers as applicable. List must include at least one degreed horticulturalist (or closely related profession) and one person with a current commercial applicators license.
6. Letter from a Surety Company stating your firm's bonding capacity.
7. Other pertinent documentation to substantiate your firm's competence and financial responsibility, including a copy of your firm's most recent audited and unaudited financial statements.

DESCRIPTION

PARCEL A

A parcel of land situated in the South 1/2 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

Commence at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West, then S 89°42'21" E along the south line of said NW 1/4 and along the northern boundary line of Lot 28-A, Cherry Brook Estates as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, a distance of 107.47 feet to an iron pin capped EDO; thence N 01°19'38" W leaving said NW 1/4 and said lot line, a distance of 81.87 feet to an iron pin capped EDO; thence S 89°46'47" E a distance of 229.33 feet to a point; thence N 18°54'46" E a distance of 463.07 feet to a cross in a concrete driveway and a point on a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 49°05'12", the chord of which bears S 42°38'33" E for a distance of 81.46 feet; thence along the arc and concrete driveway for a distance of 63.83 feet to a cross in the concrete driveway being a point of tangency; thence S 18°33'07" E along the concrete driveway a distance of 54.38 feet to a cross in the concrete driveway and the point of curvature for a curve to the left having a radius of 87.27 feet and a central angle of 44°18'33", the chord of which bears S 49°28'13" E for a distance of 73.31 feet; thence along the arc and concrete driveway for a distance of 58.58 feet to a cross in the concrete driveway; thence N 73°25'29" W leaving said concrete driveway for a distance of 171.44 feet to an iron pin capped EDO; thence N 32°52'41" E a distance of 417.70 feet to an iron pin capped EDO; thence N 09°13'32" E a distance of 250.08 feet to an iron pin capped EDO; thence S 88°33'53" E along said right-of-way line a distance of 648.84 feet to a 1" capped iron pipe in the northeastern right-of-way of Interstate Highway 405; thence S 49°27'57" W leaving said Alabama Power Right-of-Way and along said Interstate right-of-way, a distance of 321.44 feet to a concrete monument and the northeastern corner of the Patent as described by Book 1808, Page 327 as recorded in the real estate office of the Judge of Probate; thence S 89°42'21" W along the northeastern boundary line of said patent, a distance of 481.00 feet to an iron pin capped Jubilee; thence S 49°28'59" W along the northeastern boundary line of said patent, a distance of 121.11 feet to a concrete monument on the northeastern corner of the said Interstate right-of-way, and the northeast corner of Lot 28-A of said Cherry Brook Estates; thence S 89°42'21" W leaving said Interstate right-of-way and the northeast corner of Lot 28-A of said Cherry Brook Estates, a distance of 280.33 feet to the POINT OF BEGINNING.

Subject to a Alabama Power Company Right of Way as recorded in Volume 1408 Page 807, Volume 1480 Page 150, Volume 1480 Page 308, Volume 1480 Page 511, and Volume 1738 Page 798.

EXHIBIT A

30' EASEMENT

An easement 30 feet in width for the purpose of ingress, egress and utilities, situated in the South 1/2 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama, being 18 feet either side of the roadway described herein:

Commence at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West, and the southeast corner of Lot 4 Block 4 of Dunson & Gillen Addition to Cherokee Bend Estates East Sector - as shown on the plat of said addition, recorded in the office of the Judge of Probate, Jefferson County, Alabama; thence N 02°43'08" W along the west line of said NW 1/4 section and the eastern boundary line of lots 4, 3 and 1 of said subdivision and point on a non-tangent curve to the right having a radius of 80.00 feet and a central angle of 81°00'00", the chord of which bears S 84°47'21" E for a distance of 82.75 feet to the POINT OF BEGINNING; said point being a point of tangency; thence S 29°41'17" E a distance of 43.05 feet; thence along the arc for a distance of 44.81 feet to a point of tangency; thence S 29°41'17" E a distance of 100.80 feet to a point of curve to the left, having a radius of 70.00 feet and a central angle of 70°21'45", the chord of which bears S 73°50'08" E for a distance of 60.68 feet; thence along the arc for a distance of 80.00 feet to a point of compound curve to the left, having a radius of 100.00 feet and a central angle of 24°23'37", the chord of which is N 58°41'12" E for a distance of 42.31 feet; thence along the arc for a distance of 65.43 feet to a point of tangency; thence N 48°28'53" E a distance of 65.43 feet to a point of curve to the right, having a radius of 340.00 feet and a central angle of 10°17'18", the chord of which is N 38°40'46" E for a distance of 37.93 feet and a central angle of 88°11'45", the chord of which bears N 70°18'00" E for a distance of 63.83 feet; thence along the arc for a distance of 180.44 feet to a point of tangency; thence S 68°30'09" E a distance of 136.88 feet; thence along point of curve to the right, having a radius of 100.00 feet and a central angle of 48°05'12", the chord of which bears S 42°38'33" E for a distance of 81.46 feet; thence along the arc for a distance of 54.38 feet to a point of tangency; thence S 18°33'07" E a distance of 53.83 feet to a point of curve to the left, having a radius of 87.27 feet and a central angle of 44°18'33", the chord of which bears S 49°28'13" E for a distance of 73.31 feet; thence along the arc and concrete driveway for a distance of 58.58 feet to a cross in the concrete driveway; thence N 73°25'29" W leaving said concrete driveway for a distance of 171.44 feet to an iron pin capped Jubilee; thence N 32°52'41" E a distance of 417.70 feet to an iron pin capped Jubilee; thence N 09°13'32" E a distance of 250.08 feet to an iron pin capped Jubilee; thence S 88°33'53" E along said right-of-way line a distance of 648.84 feet to a 1" capped iron pipe in the northeastern right-of-way of Interstate Highway 405; thence S 49°27'57" W leaving said Alabama Power Right-of-Way and along said Interstate right-of-way, a distance of 321.44 feet to a concrete monument and the northeastern corner of the Patent as described by Book 1808, Page 327 as recorded in the real estate office of the Judge of Probate; thence S 89°42'21" W along the northeastern boundary line of said patent, a distance of 481.00 feet to an iron pin capped Jubilee; thence S 49°28'59" W along the northeastern boundary line of said patent, a distance of 121.11 feet to a concrete monument on the northeastern corner of the said Interstate right-of-way, and the northeast corner of Lot 28-A of said Cherry Brook Estates; thence S 89°42'21" W leaving said Interstate right-of-way and the northeast corner of Lot 28-A of said Cherry Brook Estates, a distance of 280.33 feet to the POINT OF BEGINNING.

Information and data furnished by the Surveyor in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: *[Signature]*  
 Alabama License Number: 53681, Date: January 24, 2011

NOTE:

1. North arrow based on Alabama State Plane Grid North (NAD 83)
2. Date of field work (January 20, 2011)
3. Type of survey Boundary Survey
4. Survey for Corner Return
5. Survey not valid without original signature
6. Map bearings and distance reference a Survey by Rowland Joakim dated 8-23-10.



APPENDIX

EXHIBIT A

PARCEL B

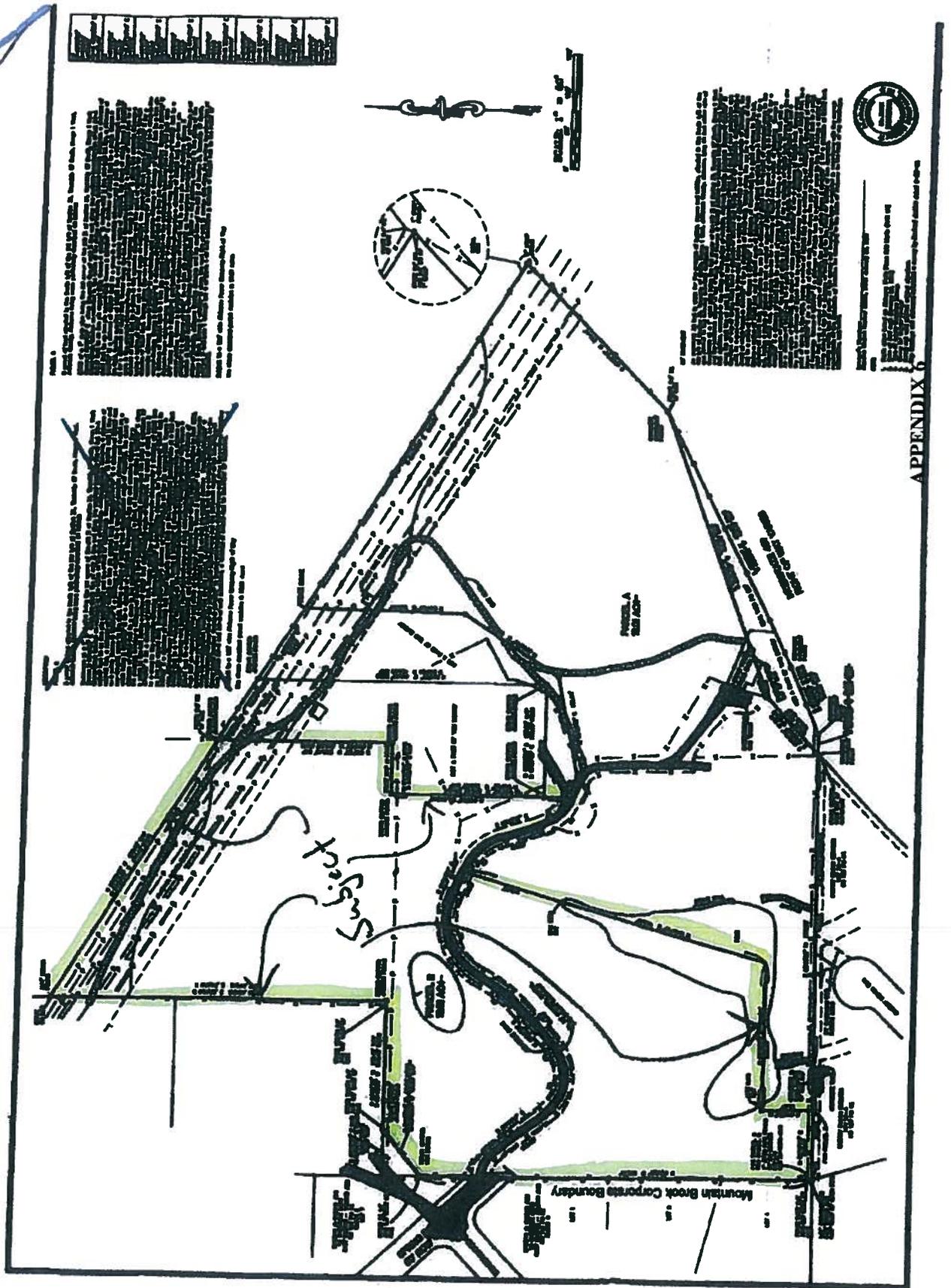
A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

BEGIN at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West, then S 89°41'33" E along the south line of said NW 1/4 and along the northern boundary line of Lot 28-A, Cherry Brook Estates as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, a distance of 107.47 feet to an iron pin capped EDO; thence N 01°19'38" W leaving said NW 1/4 and said lot line, a distance of 81.87 feet to an iron pin capped EDO; thence S 89°46'47" E a distance of 229.33 feet to a point; thence N 18°54'46" E a distance of 463.07 feet to a cross in a concrete driveway and a point on a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 49°05'12", the chord of which bears S 42°38'33" E for a distance of 81.46 feet; thence along the arc and concrete driveway for a distance of 63.83 feet to a cross in the concrete driveway being a point of tangency; thence S 18°33'07" E along the concrete driveway a distance of 54.38 feet to a cross in the concrete driveway and the point of curvature for a curve to the left having a radius of 87.27 feet and a central angle of 44°18'33", the chord of which bears S 49°28'13" E for a distance of 73.31 feet; thence along the arc and concrete driveway for a distance of 58.58 feet to a cross in the concrete driveway; thence N 73°25'29" W leaving said concrete driveway for a distance of 171.44 feet to an iron pin capped Jubilee; thence N 32°52'41" E a distance of 417.70 feet to an iron pin capped Jubilee; thence N 09°13'32" E a distance of 250.08 feet to an iron pin capped Jubilee; thence S 88°33'53" E along said right-of-way line a distance of 648.84 feet to a 1" capped iron pipe in the northeastern right-of-way of Interstate Highway 405; thence S 49°27'57" W leaving said Alabama Power Right-of-Way and along said Interstate right-of-way, a distance of 321.44 feet to a concrete monument and the northeastern corner of the Patent as described by Book 1808, Page 327 as recorded in the real estate office of the Judge of Probate; thence S 89°42'21" W along the northeastern boundary line of said patent, a distance of 481.00 feet to an iron pin capped Jubilee; thence S 49°28'59" W along the northeastern boundary line of said patent, a distance of 121.11 feet to a concrete monument on the northeastern corner of the said Interstate right-of-way, and the northeast corner of Lot 28-A of said Cherry Brook Estates; thence S 89°42'21" W leaving said Interstate right-of-way and the northeast corner of Lot 28-A of said Cherry Brook Estates, a distance of 280.33 feet to the POINT OF BEGINNING.

Subject to a Alabama Power Company Right of Way as recorded in Volume 1408 Page 807, Volume 1480 Page 150, Volume 1480 Page 308, Volume 1480 Page 511, and Volume 1738 Page 798.

EXHIBIT A

EXHIBIT B



APPENDIX



2013-065  
CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP  
City Planner  
3928 Montclair Road  
Suite 230  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3821  
Fax: 205.879.6913  
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2013-065



CITY OF MOUNTAIN BROOK

3325 Rocky Ridge Plaza  
Vestavia Hills, AL 35243  
205-979-7522

**MEMO**

**DATE:** April 4, 2013  
**TO:** Mayor, City Council  
City Manager  
City Attorney  
**FROM:** Dana Hazen, City Planner  
**RE:** Conditional Use for Iz Café  
2037 Cahaba Road, English Village (existing Joe Muggs/Yogurt Mountain)

Request for approval of a fast/casual restaurant in the existing Joe Muggs/Yogurt Mountain location in English Village. As may be seen in attached letter of operational characteristics, Iz Café proposes to be open during the lunch peak hours of 11:00 a.m. to 1:00 p.m., thereby requiring approval of a conditional use. The applicant has indicated that the existing floor plan/seating arrangement will be maintained (minus the yogurt vending machines).

Four staff members will be employed during peak hours, and will park in the long-term parking lots along Fairway Drive. It is not anticipated that parking would be a problem at this location.

To: Mountain Brook City Council

Re: Iz Café

Café Iz is a locally owned and operated as a fast casual dining establishment. Its hours of operation are projected to be Monday – Saturday, 7am-8pm. Peak hours are expected to be 11am-1pm and 4pm-6pm Monday –Friday. As a fast casual dining establishment we expect the majority of business to be grab and go prepared foods. Four staff members will be scheduled during peak hours and will park in the designated city lot across the street.

Sincerely,  
*Kay Reed*  
Kay Reed  
President

**BREAKFAST**

- Served all day!
- Egg & Cheese Croissant - \$5
- Served with fresh fruit
- Add Applewood smoked bacon or black oak pit ham - \$1.50
- Breakfast Burrito - \$6
- Egg & Cheese with salsa, sour cream, jalapenos, served with fresh fruit
- Add Applewood smoked bacon or black oak pit ham - \$1.50
- Fruit, Granola, & Yogurt - \$4
- Bagel - \$1.75
- Plain, Blueberry, Cinnamon Raisin
- Cream cheese - \$0
- Peanut Butter, Honey Bagel - \$3
- Muffins & Muffin Top - \$2
- Croissants - \$2
- Filled Croissants - \$2.50
- Scones - \$2.25

**SOUPS**

- Cup \$4 quart \$12
- Daily Soup
- Check out our soup of the day!
- Tomato Basil Soup
- We start with Italian plum tomatoes & end with fresh cream & basil for a great balance of flavors

**FOR KIDS**

- Served with fresh fruit
- Peanut Butter & Jelly - \$4
- Grilled Cheese - \$4
- Turkey Wrap - \$4
- Soft Chicken taco - \$4
- Chicken Tenders - \$4

Born into a family where life was not complete without great food, Kay Bruno Reed grew up surrounded by incredible cooks and role models. Food became her way of life and in 1999, Kay's dream of owning a neighborhood gathering place came true with the opening of Café Iz. From there, her dream progressed and evolved into Everything Iz, which includes Iz Café, Iz the Place, a private event venue, Iz Catering, and Iz Good Stuff, a wholesale division. The business continues to grow with the constant support of our loyal customers.

For more information visit [www.everythingiz.com](http://www.everythingiz.com) or call 208.979.9522.

Rocky Ridge  
25th Rocky Ridge  
Road  
Vestavia  
(205) 979.9570

Monday -  
Friday  
7am - 8pm  
Saturday  
8am - 6pm



EITHER IT IZ, OR IT ISN'T.



Take home meals prepared weekly  
Tuesday - Thursday  
Catering and lunch delivery available  
Visit us at [www.everythingiz.com](http://www.everythingiz.com)

APPENDIX 7

**SANDWICHES**

Served with a side of your choice  
EXTRA SIDES - \$1

- Apple Pie - \$7
- Granny Smith apple, brie cheese, mixed greens, honey mustard on 9 grain bread
- Iz Meltin - \$8
- Genoa Salami, black oak ham, roasted turkey, provolone, banana peppers, romaine lettuce, red onion, Dijon mustard, Tuscan dressing on ciabatta
- Farm Fresh Egg - \$6
- Oven easy egg, mayo, Applewood smoked bacon & tomato on a toasted croissant bun
- Iz BHT - \$6
- Applewood smoked bacon, fresh sliced tomato, romaine lettuce & mayo on a butter croissant
- Turkey Club - \$7
- Oven-roasted turkey, Applewood smoked bacon, romaine lettuce, tomato & mayo on whole wheat
- Turkey Reuben - \$7
- Oven-roasted turkey, sautéed red cabbage, swiss cheese, thousand island dressing on marble rye
- Hot Ham & Cheese - \$7
- Thinly sliced ham grilled & topped with provolone on old fashioned white bread
- Grilled Chicken - \$7
- Sliced chicken, bacon, lettuce, tomato, smoked provolone with honey mustard on telera roll
- Slow Braised Roast Beef - \$7
- Braised choice beef, melted provolone cheese & beef au jus served on a telera roll
- Grilled Veggie Ciabatta - \$7
- Market fresh vegetables - squash, zucchini, mushrooms, onions, red peppers, lettuce & tomato on ciabatta bread with melted provolone
- Southwest Chipotle Wrap - \$7
- Grilled Chicken, sour cream, black beans, salsa, jalapenos in a chipotle wrap
- Thai Chicken Wrap - \$7
- Grilled Chicken, carrots, cabbage, spicy Asian peanut sauce, served warm in a flour tortilla
- Chicken Quesadilla - \$7
- Grilled Chicken, white cheddar cheese, lettuce & tomato served with salsa & sour cream (vegetarian option available)

**IZ FAVORITES**

Served as soup, sandwich or plate

- Chicken Salad
- Made from scratch with Granny Smith apples, celery, walnuts
- Egg Salad
- Mayo/onnaise based with farm-fresh eggs, sweet relish, lettuce and tomato
- Pimento Cheese
- Cheese your favorite
- Homemade with sharp cheddar cheese and roasted red peppers
- Or White Cheddar cheese and jalapenos for a little kick
- Sandwich - served with a side of your choice - \$7
- Soup - over baby greens - \$4
- Plate - with seasonal fruit & our homemade pappadum bread - \$8
- Half & Half - Cheese two half sandwiches & one side - \$7
- Half & Soup or Salad - our choice of half sandwich with a cup of soup or a side salad - \$7

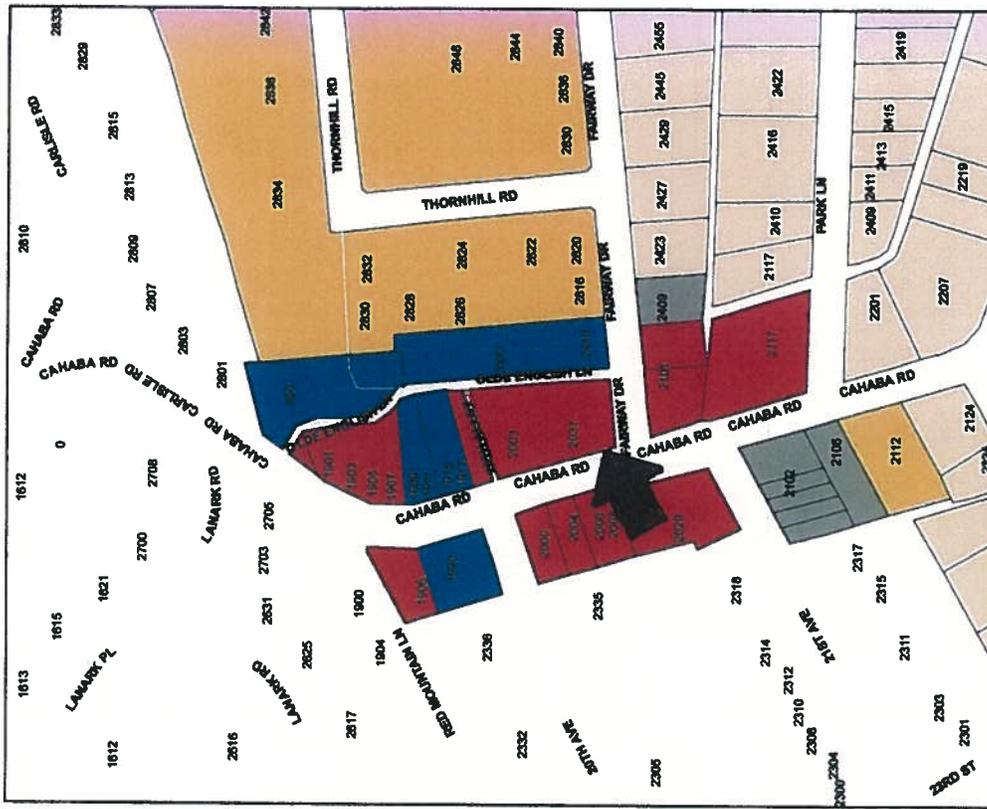
**SIDES**

- Fresh Fruit
- Homemade Sweet Potato Chips
- Vegetable Pasta Salad
- Edamame Salad
- Mrs. Vickias Chips
- Wild Rice Salad

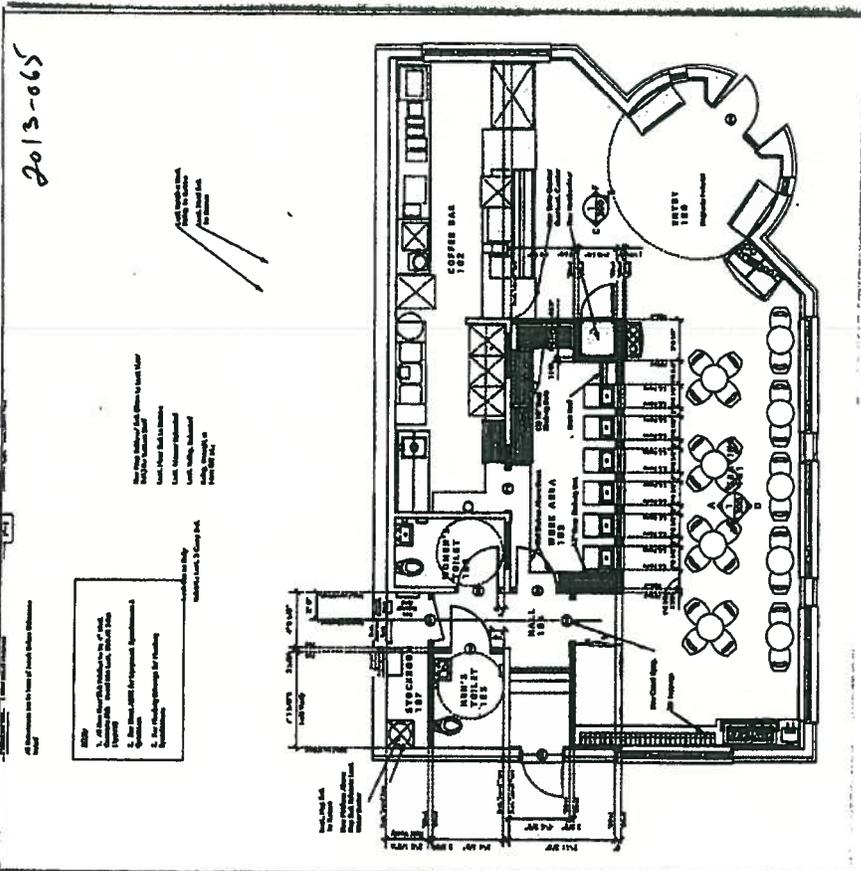
**IZ SALADS**

- Dressings: Honey Balsamic, Ranch, Caesar Tuscan, Bleu Cheese, Honey Mustard
- add grilled chicken - \$2 add avocado - \$1
- House - \$6
- Mixed baby greens, mandarin oranges, goat cheese, toasted almonds with a honey balsamic vinaigrette
- Chef - \$7
- Ham, turkey, Applewood smoked bacon, mixed lettuces, sliced egg, cheddar cheese, banana peppers, sliced red onion with your choice of dressing
- Caesar - \$6
- Fresh Romaine, homemade croutons, shaved Parmesan cheese served with traditional Caesar dressing
- Blew - \$8
- Mixed greens, dried cranberries, Pointe Reyes Farm bleu cheese, candied pecans, artichoke hearts, homemade croutons, your choice of dressing
- Trio - \$8
- Choose three of the following: Chicken Salad, Egg Salad, Pimento Cheese, White Cheddar Jalapeno/Pimento Cheese, Rasta Salad, Seasonal Fruit, House Salad or Caesar Salad

2013-065



APPENDIX 7



2013-065

2013-066



BILL INGRAM ARCHITECT

April 2, 2013  
Mountain Brook City Council  
The City of Mountain Brook  
3928 Montclair Road  
Mountain Brook, Alabama 35213

Re: Operational characteristics of Bill Ingram Architect, LLC

Ladies and Gentlemen:

Bill Ingram Architect, LLC, is a boutique architecture and interior design firm established in 1995. Including Bill Ingram, our firm employs three (3) and would like to relocate to 2732 Cahaba Road, Mountain Brook, Alabama. Two (2) of our employees will park in two (2) parking spaces dedicated to this address in Canterbury Alley to the rear of the building, with the third employee parking in the all-day parking provided on Montevallo Road, immediately to the West of Canterbury Alley.

Bill Ingram Architect, LLC, provides no retail services in our facility and considers the exposure this location offers to be of significant benefit for client recruitment. With the exception of the occasional out of town client coming to our office and weekly delivery of plans and drawings, our staff meets with virtually all of our current and prospective clients onsite at their residence or business. As such, we project no negative impact to village parking availability.

We appreciate your time and consideration regarding the relocation of our firms' office to Mountain Brook.

Sincerely,

Bill Ingram  
President

APPENDIX 8

2013-066  
CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP  
City Planner  
3928 Montclair Road, Suite 230  
P.O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205/802-3821  
Fax: 205/879-6913  
hazen.d@mtnbrook.org  
www.mtnbrook.org



MEMO

DATE: April 3, 2013

TO: Mayor, City Council  
City Manager  
City Attorney

FROM: Dana Hazen, City Planner

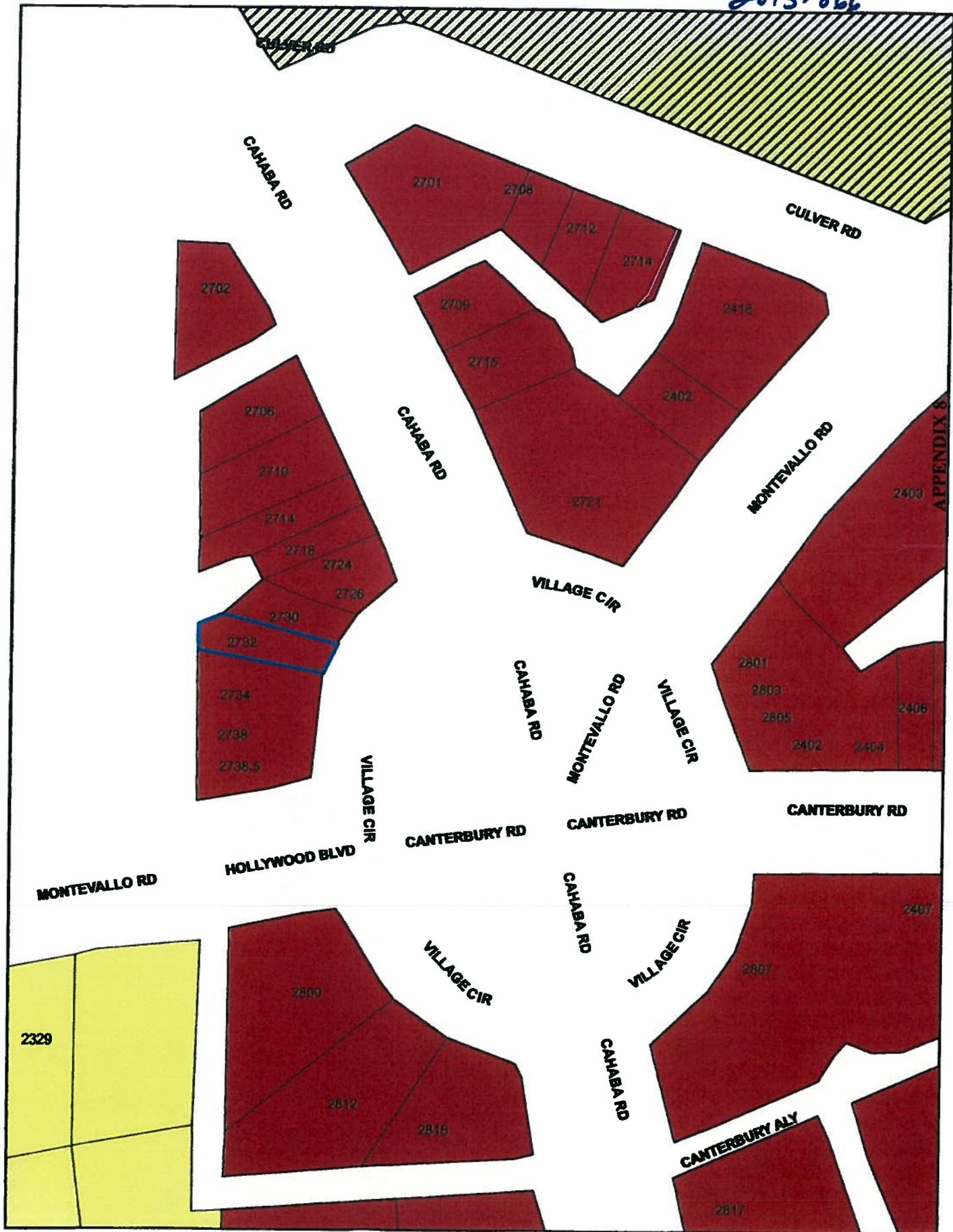
RE: 2732 Cahaba Road, Mountain Brook Village (previous Lavid retail site)  
Conditional Use - Bill Ingram Architect

Bill Ingram, architect, is seeking to relocate from his office in Birmingham to Mountain Brook Village. The proposed site is zoned Local Business and recently contained the Lavid retail clothing shop. As indicated in the attached letter from Bill Ingram, the maximum number of parking spaces needed by staff is three. There are presently two parking spaces on-site, to the rear of the building. The third staff member will park in the all-day parking along Montevallo Road. No client parking is necessary in that staff does not conduct business in the office, but rather at the homes of the clients.

The zoning ordinance requires council approval of office/service uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

2013-066



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