

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
DECEMBER 9, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 9th day of December, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Lawrence T. Oden, Mayor

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

1. AGENDA

1. A revised draft of the resident survey was reviewed (Appendix 1).
2. Upon a request from Betsy Dreher, the City will survey other communities to determine best practices for dealing with dog droppings along walking trails in the City.

2. REVIEW OF THE FORMAL (7P.M.) AGENDA

1. Resolution authorizing the execution of an amendment to the fire and emergency medical services contract between the City and Protective Life Insurance.

The members of the City Council will vote on the proposed agreement subject to the revision of the language in Section 2 regarding annual fee increases.

2. The matter of a HIPPA Business Associates Agreement with Starnes, Davis & Florie was introduced by Mr. Boone.

The members of the City Council stated that they needed more information before making a decision with respect to the execution of the agreement. Council member Carter volunteered to contact the law firm to research this issue further. This matter will be considered again at a later date.

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



Steven Boone, City Clerk



2014 City of Mountain Brook Citizen Survey—DRAFT 5

Please take a moment to complete this survey. Your input is an important part of the City's ongoing effort to involve citizens in long-range planning and investment decisions. If you have questions, please call Sam Gaston, City Manager, at (205) 802-3803, or gastons@mtnbrook.org.

1. OVERALL SATISFACTION WITH CITY SERVICES. Using a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied," please rate your satisfaction with each of the services listed below.

| City Services | Very Satisfied | Satisfied | Neutral | Dissatisfied | Very Dissatisfied | Don't Know |
|--|----------------|-----------|---------|--------------|-------------------|------------|
| A. Quality of the City's school system | 5 | 4 | 3 | 2 | 1 | 9 |
| B. Overall quality of public safety services (e.g., police, fire, ambulance) | 5 | 4 | 3 | 2 | 1 | 9 |
| C. Overall quality of City parks and recreation programs and facilities | 5 | 4 | 3 | 2 | 1 | 9 |
| D. Overall maintenance of City streets and facilities | 5 | 4 | 3 | 2 | 1 | 9 |
| E. Overall enforcement of City codes and ordinances | 5 | 4 | 3 | 2 | 1 | 9 |
| F. Overall quality of customer service you receive from City employees | 5 | 4 | 3 | 2 | 1 | 9 |
| G. Overall effectiveness of City communication with the public | 5 | 4 | 3 | 2 | 1 | 9 |
| H. Overall quality of public library facilities and services | 5 | 4 | 3 | 2 | 1 | 9 |
| I. Overall flow of traffic and congestion management in the City | 5 | 4 | 3 | 2 | 1 | 9 |

2. Which THREE of these items do you think should receive the most emphasis from City leaders over the next TWO Years? [Write in the letters below using the letters from the list in Question 1 above.]

1st 2nd 3rd

3. Several items that may influence your perception of the City of Mountain Brook are listed below. Please rate your satisfaction with each item on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

| How would you rate The City of Mountain Brook | Very Satisfied | Satisfied | Neutral | Dissatisfied | Very Dissatisfied | Don't Know |
|---|----------------|-----------|---------|--------------|-------------------|------------|
| A. Overall quality of services provided by the City of Mountain Brook | 5 | 4 | 3 | 2 | 1 | 9 |
| B. Overall value that you receive for your City tax dollars and fees | 5 | 4 | 3 | 2 | 1 | 9 |
| C. Overall image of the City | 5 | 4 | 3 | 2 | 1 | 9 |
| D. Overall quality of life in the City | 5 | 4 | 3 | 2 | 1 | 9 |
| E. Overall appearance of the City | 5 | 4 | 3 | 2 | 1 | 9 |

4. Please rate the City of Mountain Brook with your satisfaction with each item on a scale of 1 to 5 where 5 means "excellent" and 1 means "poor."

| How would you rate The City of Mountain Brook | Excellent | Good | Neutral | Below Average | Poor | Don't Know |
|---|-----------|------|---------|---------------|------|------------|
| A. As a place to live | 5 | 4 | 3 | 2 | 1 | 9 |
| B. As a place to raise children | 5 | 4 | 3 | 2 | 1 | 9 |
| C. As a place to educate your children | 5 | 4 | 3 | 2 | 1 | 9 |
| D. As a place to play and for leisure | 5 | 4 | 3 | 2 | 1 | 9 |

5. PUBLIC SAFETY. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

| Public Safety | Very Satisfied | Satisfied | Neutral | Dissatisfied | Very Dissatisfied | Don't Know |
|---|----------------|-----------|---------|--------------|-------------------|------------|
| A. Overall quality of local police protection | 5 | 4 | 3 | 2 | 1 | 9 |
| B. The visibility of police in neighborhoods | 5 | 4 | 3 | 2 | 1 | 9 |
| C. The visibility of police in retail areas | 5 | 4 | 3 | 2 | 1 | 9 |
| D. The City's efforts to prevent crime | 5 | 4 | 3 | 2 | 1 | 9 |
| E. How quickly police respond to emergencies | 5 | 4 | 3 | 2 | 1 | 9 |
| F. Enforcement of local traffic laws | 5 | 4 | 3 | 2 | 1 | 9 |
| G. The attitude and behavior of Police Department personnel toward residents | 5 | 4 | 3 | 2 | 1 | 9 |
| H. Overall quality of local Fire Protection Services | 5 | 4 | 3 | 2 | 1 | 9 |
| I. Overall quality of Emergency Medical Services including Ambulance Service | 5 | 4 | 3 | 2 | 1 | 9 |
| J. Emergency Preparedness/Emergency Management | 5 | 4 | 3 | 2 | 1 | 9 |
| K. Fire safety you feel while in businesses, restaurants, and churches. | 5 | 4 | 3 | 2 | 1 | 9 |
| L. Customer service professionalism exhibited/demonstrated by Fire Department personnel | 5 | 4 | 3 | 2 | 1 | 9 |
| M. Fire, life safety and CPR educational programs. | 5 | 4 | 3 | 2 | 1 | 9 |
| N. Quality of animal control | 5 | 4 | 3 | 2 | 1 | 9 |
| O. Enforcement of speed limits in neighborhoods | 5 | 4 | 3 | 2 | 1 | 9 |

6. Which THREE of the public safety items listed above do you think should receive the most emphasis from City leaders over the next TWO Years? [Write in the letters below using the letters from the list in Question 5 above.]

1st 2nd 3rd

7. Have you ever called the Mountain Brook Public Safety Call Center?

____ (1) Yes (go to Q7a) ____ (2) No (go to Q8)

7a. If "yes" to Question 7, how was your service?

| | YES | NO |
|---|-----|----|
| A. Was your call answered in a timely manner? | A | B |
| B. Were you treated professionally? | A | B |
| C. Did the call taker's action result in a satisfactory resolution? | A | B |

19. If you have used the City's website (www.mtnbrook.org) what information were you seeking? (check all that apply)
- (1) News/announcements
 - (2) Meeting information
 - (3) Contact information
 - (4) Report a problem
 - (5) Other _____

20. What information would you like to see added or improved on the website? _____

21. Do you have access to the Internet at home?
 (1) Yes (go to 21a & b) (2) No (go to Q22)

- 21a. If yes, do you have high speed internet access at your home?
 (1) Yes (go to Q21b) (2) No (go to Q22) (9) Don't know

- 21b. If yes, what do you have?
 (1) DSL modem (2) Cable modem (9) Not sure/Don't know

22. How often do you use public WiFi networks (anywhere)?
 (1) Weekly (3) Seldom
 (2) Monthly (4) Never

23. Have you used one of the City's new public WiFi networks (Crestline, Overton Park, MBHS and adjacent Athletic Complex)?
 (1) Yes (2) No

24. Have you contacted the City with a question, problem, or complaint during the past year?
 (1) Yes [go to Q24a-f] (2) No [go to Q25]

24a. Which City department did you contact most recently? _____

24b-f. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. Using a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied", please rate your satisfaction with the customer service you received from the City department you listed in Q24a.

| Customer Service | 5 | 4 | 3 | 2 | 1 | 9 |
|--|---|---|---|---|---|---|
| B. They were easy to contact | 5 | 4 | 3 | 2 | 1 | 9 |
| C. They were courteous and polite | 5 | 4 | 3 | 2 | 1 | 9 |
| D. They gave prompt, accurate, & complete answers to questions | 5 | 4 | 3 | 2 | 1 | 9 |
| E. They did what they said they would do in a timely manner | 5 | 4 | 3 | 2 | 1 | 9 |
| F. They helped you resolve an issue to your satisfaction | 5 | 4 | 3 | 2 | 1 | 9 |

25. CITY LEADERSHIP. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

| City Leadership | 5 | 4 | 3 | 2 | 1 | 9 |
|---|---|---|---|---|---|---|
| A. Overall quality of leadership provided by the City's elected officials | 5 | 4 | 3 | 2 | 1 | 9 |
| B. Overall effectiveness of appointed boards and commissions | 5 | 4 | 3 | 2 | 1 | 9 |
| C. Overall effectiveness of the Department Heads and staff | 5 | 4 | 3 | 2 | 1 | 9 |

26. What priority would you place on the following projects? [please indicate priority, with 1 being the HIGHEST priority and 6 being the LOWEST priority]
- (A) Expanded fire protection
 - (B) Expanded police protection
 - (C) Road resurfacing
 - (D) Expanded recycling program
 - (E) New parks and recreation fields
 - (F) Expansion of trails and sidewalks

ECONOMIC DEVELOPMENT

27. Using a five-point scale where 5 means "much too slow" and 1 means "much too fast", please rate the City's current pace of development in each of the following areas.

| Economic Development | Much Too Slow | Slow | Just Right | Fast | Much Too Fast | Don't Know |
|--|---------------|------|------------|------|---------------|------------|
| A. Office development | 5 | 4 | 3 | 2 | 1 | 9 |
| B. High density business development | 5 | 4 | 3 | 2 | 1 | 9 |
| C. Mixed use development | 5 | 4 | 3 | 2 | 1 | 9 |
| D. Single-family residential development | 5 | 4 | 3 | 2 | 1 | 9 |
| E. Retail development | 5 | 4 | 3 | 2 | 1 | 9 |

28. In general, how supportive are you of having the City use incentives to attract businesses?
 (1) Very supportive (3) Not sure
 (2) Somewhat supportive (4) Not supportive

29. How often do you typically go outside Mountain Brook city limits to shop?
 (1) Every day (4) A few times per month
 (2) A few times per week (5) A few times per year
 (3) At least once a week (6) Seldom or never

30. What area of the City do you feel most needs redevelopment?
 (1) English Village (3) Mountain Brook Village
 (2) Crestline Village (4) Overton Village

31. Of these Capital Improvements, which three would you select as the most important? (Check 3 only)
 (1) Storm water system improvements (4) Parks & Playing Fields
 (2) Sidewalk extensions (5) Greenways
 (3) Street Resurfacing

OTHER ISSUES

32. TRASH SERVICES. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

| Trash Service | 5 | 4 | 3 | 2 | 1 | 9 |
|--|---|---|---|---|---|---|
| A. Residential Trash collection services | 5 | 4 | 3 | 2 | 1 | 9 |
| B. Brush and bulky removal services | 5 | 4 | 3 | 2 | 1 | 9 |
| C. Recycling programs | 5 | 4 | 3 | 2 | 1 | 9 |
| D. Litter control along major streets | 5 | 4 | 3 | 2 | 1 | 9 |
| E. Leaf Collection | 5 | 4 | 3 | 2 | 1 | 9 |

33. How often do you recycle?
 (1) Weekly (3) Seldom
 (2) Monthly (4) Never

34. Providing backdoor garbage service for our residents is very costly. The City may soon be faced with making a decision of changing to curbside service or reinstating a residential garbage service fee. Of these options, which of the following would you prefer?

- (1) Keep backdoor service for a fee (Go to Q34a & b), or
- (2) Switch to curbside pick-up with no fee (Go to Q35)

34a. If you prefer to continue with backdoor garbage service, what do you consider a reasonable residential garbage service fee?

- (1) Less than \$100/yr
- (2) \$101-\$200/yr
- (3) \$201-\$250/yr
- (4) \$251-\$300/yr

34b. Would you be willing to pay an additional \$300-\$400 annually (above the amount specified in Q34a) for twice weekly backdoor garbage pick-up?

- (1) Yes
- (2) No

DEMOGRAPHICS

35. How many in your household (counting yourself), are?

- | | | | | | |
|-------------|--------------------------|------------|--------------------------|------------|--------------------------|
| Under age 5 | <input type="checkbox"/> | Ages 20-24 | <input type="checkbox"/> | Ages 55-64 | <input type="checkbox"/> |
| Ages 5-9 | <input type="checkbox"/> | Ages 25-34 | <input type="checkbox"/> | Ages 65-74 | <input type="checkbox"/> |
| Ages 10-14 | <input type="checkbox"/> | Ages 35-44 | <input type="checkbox"/> | Ages 75+ | <input type="checkbox"/> |
| Ages 15-19 | <input type="checkbox"/> | Ages 45-54 | <input type="checkbox"/> | | |

36. Approximately how many years have you lived in the City of Mountain Brook?

- (1) Less than 5 years
- (2) 5-10 years
- (3) 11-20 years
- (4) More than 20 years

37. How many people in your household work within the City limits of Mountain Brook? _____

38. Do you own or rent your current residence? (1) Own (2) Rent

39. What is your age?

- | | | |
|---------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> (1) Under 25 | <input type="checkbox"/> (3) 35 to 44 | <input type="checkbox"/> (5) 55 to 64 |
| <input type="checkbox"/> (2) 25 to 34 | <input type="checkbox"/> (4) 45 to 54 | <input type="checkbox"/> (6) 65+ |

40. Are you or other members of your household of Hispanic or Latino ancestry?

- (1) Yes
- (2) No

41. Which of the following best describes your race?

- | | |
|--|---|
| <input type="checkbox"/> (1) African American/Black | <input type="checkbox"/> (4) White |
| <input type="checkbox"/> (2) American Indian or Alaska Native | <input type="checkbox"/> (5) Other: _____ |
| <input type="checkbox"/> (3) Asian, Hawaiian or Other Pacific Islander | |

42. Would you say your total household income is:

- | | |
|--|---|
| <input type="checkbox"/> (1) Under \$50,000 | <input type="checkbox"/> (4) \$120,000 to \$199,999 |
| <input type="checkbox"/> (2) \$50,000 to \$79,999 | <input type="checkbox"/> (5) \$200,000 or more |
| <input type="checkbox"/> (3) \$80,000 to \$119,999 | |

43. Your gender: (1) Male (2) Female

44. Comments? _____

This concludes the survey. Thank you for your time!

Please Return Your Completed Survey in the Enclosed Postage Paid Envelope Addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain Completely Confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
DECEMBER 9, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 9th day of December, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Lawrence T. Oden, Mayor

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

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

1. RECOGNITION OF GUEST

Council President Smith recognized Boy Scout Christopher Harmon of Troop 63 in attendance to satisfy the requirements for the Communications merit badge.

2. RECOGNITION

Fire Chief Robert Ezekiel was recognized for 20 years of service with the City.

3. 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 November 25, 2013 meeting of the City Council.

| | | |
|-----------------|---|--------------------------|
| 2013-183 | Authorize the execution of an amendment to the fire and emergency medical services contract between the City and Protective Life Insurance. | Exhibit 1, Appendix 1 |
| 2013-184 | Authorize the execution of a contractor agreement between the City and Pat Pickle Construction/Plumbing, Inc. with respect to the renovations of the Fire Stations 2 and 3 restrooms. | Exhibit 2, Appendix 2 |

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

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2013-183 through 184) are adopted by a vote of 5—0.

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

Council President Smith announced that due to lack of a quorum, City Council will not meet on December 23, 2013. Therefore, the next regular meeting of the City Council will be Monday, January 13, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. ADJOURNMENT

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



Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2013-183

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute Amendment No. 1 to the Agreement to Provide Fire Protection and Emergency Medical Services for Protective Life Corporation, a copy of which amendment (and contract) is attached hereto as Exhibit A.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2013-184

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Pat Pickle Construction/Plumbing, Inc. with respect to the renovations of the Fire Stations 2 and 3 restrooms.

APPENDIX 2

AMENDMENT NO. 1 TO THE AGREEMENT TO PROVIDE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

December

This Amendment No. 1 to the Agreement ("Amendment") is made and entered into as of this 10 day of ~~November~~, 2013 (the "Amendment Effective Date"), by and between PROTECTIVE LIFE CORPORATION, ("Protective") and the CITY OF MOUNTAIN BROOK, an Alabama municipal corporation ("City").

WHEREAS, Protective and City are parties to a certain Agreement, executed May 7, 2012 (the "Agreement"), pursuant to which Protective was provided fire protection and emergency medical services upon the terms and conditions set forth therein; and,

WHEREAS, Protective and City have agreed to amend the term of the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, Protective and City, in consideration of the mutual promises and undertakings set forth herein, hereby agree to amend the Agreement as follows:

- 1. The following is hereby added to the end of the sole sentence in Paragraph 2 of the "Agreements" Section:

"; and shall automatically renew for additional three-year periods thereafter, beginning on January 1st of the appropriate renewal year unless otherwise terminated by Protective or City as provided in paragraph 5 hereof."

- 2. The following is hereby added to the end of Paragraph 3 of the "Agreements" Section:

"The annual fee for each year of any renewal term shall be mutually determined by Protective and City, but shall not exceed three percent (3%) of the most recent annual fee of the preceding term."

- 3. All other provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Amendment No. 1 to the Agreement as of the Amendment Effective Date.

CITY OF MOUNTAIN BROOK

By: *Sam Gaston*
 Name: SAM GASTON
 Title: CITY MANAGER

PROTECTIVE LIFE CORPORATION

By: *J. C. Otts*
 Name: JASON C. OTTS
 Title: VP + Chief Project Officer

APPENDIX 1

AGREEMENT

This agreement is made and entered into by and between Protective Life Corporation, ("Protective") and the City of Mountain Brook, an Alabama municipal corporation ("City").

RECITALS

- 1. Protective owns office facilities which are located at, and are contiguous to, 2801 Highway 280 South, Jefferson County, Alabama, and which are within the police jurisdiction of the City ("Buildings").
- 2. The Buildings are located within the formally declared Community Services Area (CSA) for the City of Mountain Brook Fire Department as designated by the Insurance Services Office (ISO).
- 3. Protective has requested that the City provide or otherwise make available to Protective and the occupants of the Buildings, fire protection and emergency medical services.
- 4. The City has agreed to make available to the Buildings and the occupants thereof such fire protection and emergency medical services upon the terms and conditions contained in this Agreement and Protective agrees to such terms and conditions.

AGREEMENTS

- 1. The City agrees to make available fire protection for the building and to make available emergency medical services to the occupants of the building.
- 2. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2012 through December 31, 2014.
- 3. In consideration of City's agreement to provide and make available said services, Protective shall pay to the City a fee, the amount of which shall not exceed the cost (direct costs and overhead expenses) incurred by the City to ensure the availability of personnel, equipment, and infrastructure required to make available such services. Shades Brook and the City agree that the fee for the 3-year term shall be as follows:

| | |
|------|----------|
| 2012 | \$15,450 |
| 2013 | 15,450 |
| 2014 | 15,450 |

~~The annual fee for each year of the term of this Agreement shall be determined by the agreement of Protective and the City at least thirty (30) days before the commencement of each term year. If the amount of the annual fee for any year is not agreed upon by Protective and the City by the~~

~~first day of January of the new term year, the fee for services shall be increased by three percent (3%) until a different fee is agreed upon or this Agreement is terminated.~~

- 5. Protective and the City shall each have the right to terminate this Agreement at any time by giving the other party hereto at least thirty (30) days prior written notice of termination. In the event of such termination by either party, the pro rata portion of the annual fee for the remainder of the then current term of this Agreement shall be promptly refunded to Protective.
- 6. Notwithstanding any other provisions contained in this Agreement, the City shall have no greater liability for negligence or breach of contract with respect to providing the services referred to herein than the limitations imposed under the provisions of the Code of Alabama 1975, Section 11-93-2.

In witness whereof, the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Protective Life Corporation has caused this Agreement to be executed by its authorized corporate officer, all as of the 7 day of May, 2012

Witness:
Steven Boone
Steven Boone
Its City Clerk

City of Mountain Brook
By: Sam S. Coston
Sam S. Coston
Its City Manager

Witness:
VP, Facilities Manager
Its VP, Facilities Manager

Protective Life Corporation
By: Jama C. O'Neil
Jama C. O'Neil
Its VP & Chief Project Officer

CONTRACTOR AGREEMENT

This Agreement is made this _____ day of December, 2013, by and between:

OWNER: City of Mountain Brook, 56 Church Street, Mountain Brook, Alabama 35213-3700
and
CONTRACTOR: Pat Pickle Construction/Plumbing, Inc., P.O. Box 95, Brookside, AL 35036

for contracting services on the following PROJECT:

Renovation of bathrooms and showers at: Fire Station No. Two, 3785 Locksley Drive, Mountain Brook, AL 35223, and Fire Station No. Three, 4277 Old Leeds Road, Mountain Brook AL 35213

1. THE WORK. Contractor shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in accordance and consistent with the Contract Documents as necessary to produce the indicated results.

2. CONTRACT PRICE. As full compensation for performance by Contractor of the Work, Owner shall pay Contractor THIRTY-NINE THOUSAND Dollars (\$39,000.00). The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. EXHIBITS. The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Work. One page.

EXHIBIT B: Contract Documents (listed by title, date, and number of pages).

EXHIBIT C: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply. One page.

EXHIBIT D: Addendum. Two pages.

4. CONTRACTOR'S RESPONSIBILITIES. Contractor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

4.1 Except for permits and fees that are the responsibility of the Owner pursuant to this Agreement, Contractor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

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4.2 Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Contractor.

4.3 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the drawings and specifications with information furnished by Owner, relevant field measurements made by Contractor, and any visible conditions at the Worksite affecting the Work.

4.4 WARRANTY.

4.4.1 The Work shall be executed in accordance with the Contract Documents in a good and workmanlike manner. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials.

4.4.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

4.5 SAFETY. Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Contractor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

4.6 MATERIALS BROUGHT TO THE WORKSITE. Contractor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Contractor in accordance with the Contract Documents and used or consumed in the performance of the Work.

4.7 SUBMITTALS. Contractor shall submit to Owner for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to Owner in a manner consistent with the Schedule of the

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Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. When Contractor delivers its submittals to Owner, Contractor shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from Owner specifically authorizing such deviation, substitution, or change. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Contractor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

4.8 SITE CONDITIONS. If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Contractor shall stop Work and give immediate written notice of the condition to Owner. Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

4.9 CUTTING, FITTING, AND PATCHING. Contractor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

4.10 CLEANING UP. Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

5. OWNER'S RESPONSIBILITIES. Any information or services to be provided by Owner shall be provided in a timely manner so as not to delay the Work.

5.1 BUILDING PERMIT, FEES, AND APPROVALS. Except for those required of Contractor pursuant to this Agreement, Owner shall secure other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

5.2 ELECTRONIC DOCUMENTS. If the Owner requires that the Owner and Contractor exchange documents and data in electronic or digital form, prior to any

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such exchange, the Owner and Contractor shall agree on a written protocol governing all exchanges in Consensus DOCS 200.1 or a separate Agreement.

6. SUBCONTRACTS. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

7. CONTRACT TIME.

7.1 DATE OF COMMENCEMENT. The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below.

7.2 TIME. Substantial Completion of the Work shall be achieved in Sixty (60) days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within sixty (60) days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

8. SCHEDULE OF THE WORK. Before submitting the first application for payment, Contractor shall submit, for review by the Architect/Engineer and approval by Owner, a Schedule of the Work that shall show the dates on which Contractor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

9. [Intentionally deleted]

10. CHANGES.

10.1 Contractor may request and/or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

10.2 Owner and Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

10.3 COST OR CREDIT DETERMINATION.

An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

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- a. unit prices set forth in this Agreement or as subsequently agreed;
 - b. a mutually accepted, itemized lump sum;
 - c. costs calculated on a basis agreed upon by the Owner and Contractor.
- 10.4 UNIT PRICES. If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Contractor, such unit prices shall be equitably adjusted.
- 10.5 PERFORMANCE OF CHANGED WORK. Contractor shall not be obligated to perform Changed Work until a Change Order has been executed by Owner and Contractor.
11. PAYMENT.
- 11.1 FINAL COMPLETION. When final completion has been achieved, Contractor shall prepare for Owner's acceptance an application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.
- 11.1.1 Payment of the Contract Price shall be made to Contractor within twenty (20) Days after Contractor has submitted to the Owner a complete and accurate application for final payment and the following submissions:
- (a) An affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
 - (b) As-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - (c) Release of any liens, conditioned on final payment being received;
 - (d) Consent of any surety, if applicable; and
 - (e) A report of any accidents or injuries experienced by Contractor or its Subcontractors at the Worksite.
- 11.2 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.
12. INDEMNITY.
- 12.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents,

- and employees (the Indemnitees) from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work.
- 12.2 NO LIMITATION ON LIABILITY. In any and all claims against the Indemnitees by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor, may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation act, disability benefit acts, or other employment benefit acts.
- 12.3 ADDENDUM. The Addendum attached as Exhibit D shall be executed by Contractor.
13. INSURANCE.
- 13.1 Prior to the start of the Work, the Contractor shall procure and maintain in force Workers Compensation Insurance, Employer's Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, the Contractor shall provide the Owner with certificates of the insurance coverage required, and such certificates should name the proper entity. The Contractor's Employers' Liability, Business Automobile Liability, and Commercial General Liability policies, as required by this Agreement shall be written with at least the following limits of liability:
- 13.1.1 Employers' Liability Insurance:
- a. \$1,000,000.00
Bodily Injury by Accident
Each Accident
 - b. \$1,000,000.00
Bodily Injury by Disease
Policy Limit
 - c. \$1,000,000.00
Policy Injury by Disease
Each Employee
- 13.1.2 Business Automobile Liability Insurance
- a. \$1,000,000.00
Each Accident
- 13.1.3 Commercial General Liability Insurance

- a. \$1,000,000.00
Each Occurrence
- b. \$1,000,000.00
General Aggregate
- c. \$1,000,000.00
Products/Completed
Operations Aggregate
- d. \$1,000,000.00
Personal and Advertising Injury Limit

- 13.2 Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The Contractor shall maintain in effect all insurance coverage required under this Agreement with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Contractor, or terminate this Agreement. The policies of insurance required herein shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner. The Contractor shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Contractor shall furnish the Owner with certificates evidencing the required coverage.

14. [Intentionally deleted]

15. RISK OF LOSS. Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the Contractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

16. NOTICE TO CURE AND TERMINATION.

- 16.1 NOTICE TO CURE A DEFAULT. If Contractor persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, subcontractors, or material suppliers, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Contractor may be deemed in default. If Contractor fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give the Contractor a second

written notice to correct the default within a three (3) business Day period. If the Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Contractor who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

- 16.2 TERMINATION BY OWNER. If, within seven (7) Days of receipt of a notice to cure pursuant to this Agreement, Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Owner may notify Contractor that it intends to terminate this Agreement within fourteen (14) additional days. After the expiration of the additional fourteen (14) Day period, Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner. If Owner's costs arising out of Contractor's failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Contractor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Contractor. In the event Owner exercises its rights under this paragraph, upon the request of Contractor, Owner shall furnish to Contractor a detailed accounting of the costs incurred by Owner.

16.2.1 The Owner shall make reasonable efforts to mitigate damages arising from the Contractor default and shall promptly invoice the Contractor for all amounts due pursuant to the above paragraphs.

- 16.3 TERMINATION BY CONTRACTOR. Upon seven (7) Days' written notice to Owner, Contractor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Contractor for any of the following reasons:

16.3.1 Under court order or order of other governmental authorities having jurisdiction;

16.3.2 As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Contractor, materials are not available.

- 16.4 Upon termination by Contractor pursuant to this Agreement, Contractor shall be entitled to recover from Owner payment for all Work executed.

- 16.5 OBLIGATIONS ARISING BEFORE TERMINATION. Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

17. CLAIMS AND DISPUTE RESOLUTION.

17.1 CLAIMS FOR ADDITIONAL COST OR TIME. Except as provided in Paragraphs 10.3 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Contractor shall give Owner written notice of any claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after Contractor first recognizes, or should have recognized, the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

17.2 WORK CONTINUANCE AND PAYMENT. Unless otherwise agreed in writing, Contractor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Contractor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

17.3 INITIAL DISPUTE RESOLUTION PROCESSES. If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

17.4 BINDING DISPUTE RESOLUTION. If the matter is unresolved after submission of the matter to mediation, the Parties may submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

17.5 VENUE. The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

18. ASSIGNMENT. Neither Owner nor Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

19. GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project.

20. JOINT DRAFTING. The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

21. ALABAMA IMMIGRATION LAW COMPLIANCE. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

22. STATE GENERAL CONTRACTOR'S LICENSE. The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:
License No. 48261 Bid Limit: \$100,000 Classification: BC-S: Renovation, M-S: Plumbing

The Owner and Contractor have entered into this Agreement as of the date first written above and have executed this Agreement in sufficient counterparts to enable each contracting party to have an originally executed Agreement each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

OWNER:
By: Sam Smith
Sam Gaston, City Manager

CONTRACTOR:
By: _____
Pat Pickle, President

Attest:
By: Stella Poore
Print Name: Stella Poore
Print Title: City Clerk

Attest:
By: _____
Print Name: _____
Print Title: _____

APPENDIX 2

EXHIBIT A: THE WORK

The Contractor shall demolish the interior of the bathrooms and remove all tile and plumbing fixtures at Fire Station No. Two, 3785 Lockley Drive, Mountain Brook, AL 35223, and Fire Station No. Three, 4277 Old Leeds Road, Mountain Brook AL 35213. The Contractor shall install new tile as specified, new plumbing fixtures, a new dividing wall in the shower, new shower drains, a new divider for toilet, and new electrical fixtures as required. The Contractor shall repaint the bathrooms as well. The two fire stations to be renovated are similar in design and construction. More specifically, the Contractor shall:

1. Remove all existing cabinets, plumbing fixtures, valves, and trim.
2. Remove all existing tile, floors and walls.
3. Build partition wall in shower - approximately 6 feet tall and 30 inches deep (field verify). Partition shall be made from 6-inch concrete blocks with rebar reinforcement, rebar being doweled into slab and block cavities filled with concrete. Exterior of partition wall shall be tiled. Top of partition wall will have a suitable "cap" installed with 1" overhang on three finished sides.
4. Move existing floor drain and add one drain; the drains to be located below each shower head (field verify placement).
5. Re-mud the shower floor with new liner to ensure properly functioning drains.
6. Seal block walls after tile removal to prevent future water and moisture problems.
7. Install new tile "similar to existing - customer to choose" to shower floor, walls, new partition wall, and ceiling; tile ceiling being applied to concrete board or as otherwise required by applicable codes.
8. Install two new "Delta" shower valves and trim kits in chrome finish.
9. Install new urinal and valve at Station Three.
10. Reinstall the existing urinal at Station Two because it is new.
11. Install new comfort-height (ADA Compliant) commodes at both stations with new flush valves and chrome finish.
12. Install new stainless partition with door between the urinal and commode having the same dimensions as existing partition between urinal and commode.
13. Install new wall-hung lavatories, two at each station.
14. Install new "Delta" faucets and valves for lavatories.
15. Install Chrome supply and drains at lavatories.
16. Install two recessed light fixtures in each shower.
17. Replace ceiling lights and light fixtures over lavatories.
18. Repair or replace plugs, switches, and covers.
19. Replace radio speaker in recessed ceiling or wall mount with volume control. Color should match surrounding décor.
20. Repair any trim near or at the ceiling.
21. Paint any exposed block and ceilings.
22. Remove all debris, construction materials, tools, and trash. Clean up site at both locations.

EXHIBIT B: CONTRACT DOCUMENTS

1. Contractor Agreement between the City of Mountain Brook and Pat Pickle Construction/Plumbing, Inc. dated December 9, 2013.
2. Certificate of Insurance Liability issued by Robert E. Langston & Associates of Birmingham, Alabama to Pat Pickle Construction/Plumbing, Inc. on _____, 2013.
3. Certificate of Licensure as General Contractor, License No. 48261, dated May 31, 2013.
4. Certificate of Licensure as Master Plumber, License No. 00364, issued to James P. Pickle, 2631 Torrance Road, Warrior, AL 35180.
5. Proposal of Pickle Construction Company, P.O. Box 95, Brookside, AL 35036 to Tim Wooten of the Mountain Brook Fire Department, dated November 14, 2013.

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EXHIBIT C: ALTERNATES AND UNIT PRICES

[one page needed itemizing the most expensive materials needed for project]

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EXHIBIT D:

ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND PAT PICKLE CONSTRUCTION/PLUMBING, INC.

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the CITY OF MOUNTAIN BROOK, ALABAMA ("the City") and PAT PICKLE CONSTRUCTION/PLUMBING, INC. ("the Contractor") dated December 9, 2013.

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

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

APPENDIX 2

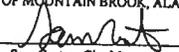
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4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent 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 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.

DATED this 9 day of December, 2013.

PAT PICKLE CONSTRUCTION/PLUMBING, INC. CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Pat Pickle, President

By: 
Sam Gaston, City Manager

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