

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 24, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 24th day of February, 2014. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Joy Moman.

1. AGENDA

1. Alicia Bailey of Sain Associates discussed the Phase 9 sidewalk construction project contract for services to be voted on in the formal meeting (See Resolution No. 2014-019).
2. Release and indemnification from Charles and Kelly Herron for the City's waiver of building Code requirements for property at 2709 Southwood Road – James Griffin. (Resolution No. 2014-020 was added to the formal agenda.)
3. A presentation was given by Robert Jolly of Retail Specialists relative to the proposed new development for Crestline Village.
4. Blair Perry of Gresham, Smith & Partners gave a presentation relative to their proposal submitted with respect to the Hollywood Boulevard sidewalk design. It was the consensus of the members of the City Council that this matter be tabled until more information is obtained.
5. Nimrod Long of Nimrod Long & Associates discussed a conceptual drawing for the final Cahaba River Park plans (Appendix 1).
6. Proposed Residential Building Code amendments – James Griffin and Jerry Weems. The members of the City Council announced that they will hold an informal [public] work session regarding this matter upon conclusion of the formal meeting (Appendix 2).

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


Joy Moman, Acting City Clerk

CAHABA RIVER PARK

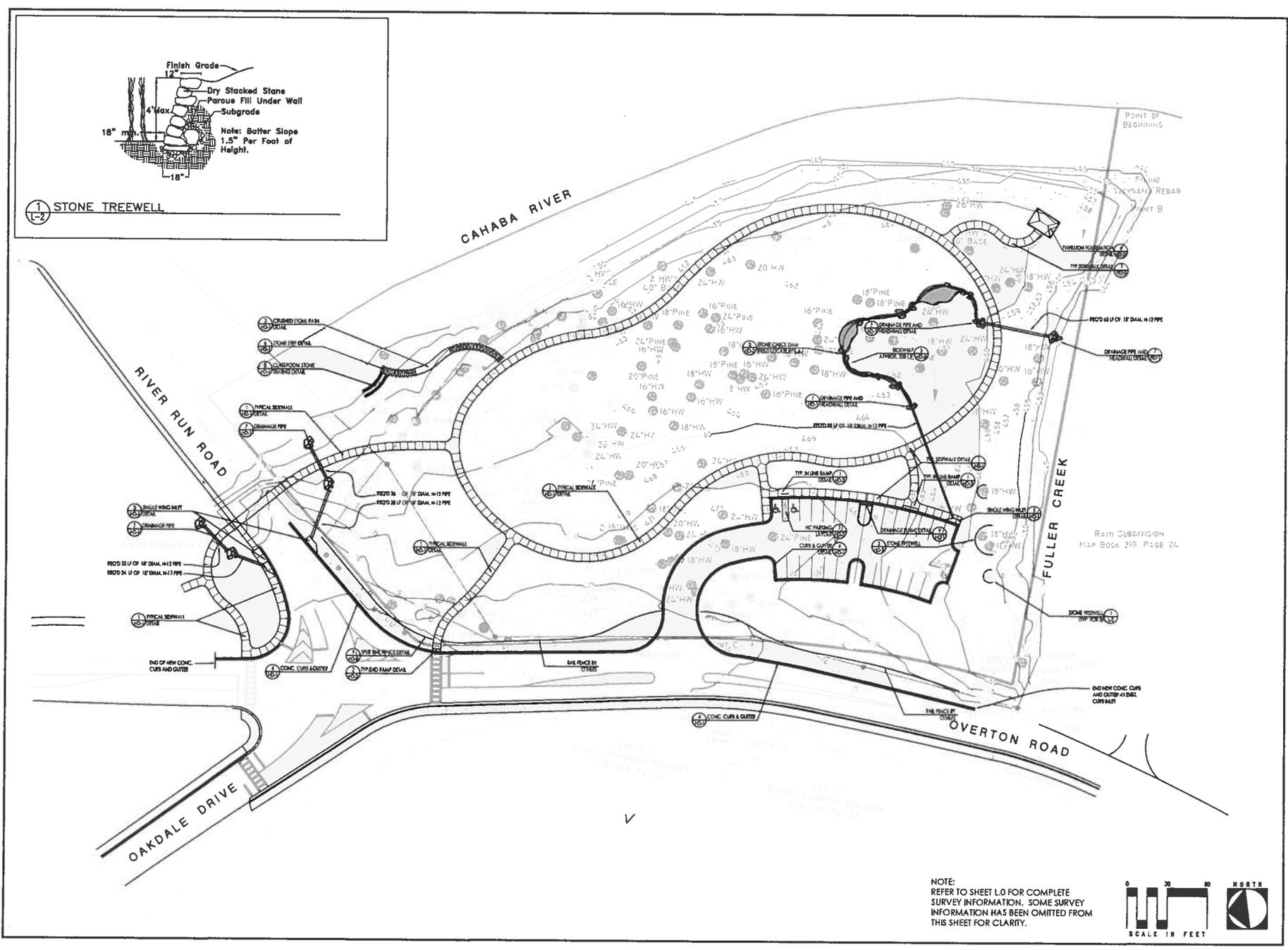
Revised Scope Budget Recap

PREPARED BY NIMROD LONG AND ASSOCIATES

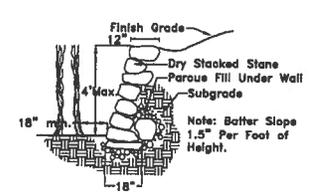
February 14, 2014

ITEM	QTY UNIT	UNIT COST	ITEM COST
Base Bid (Landscape Services, Inc.)			\$ 423,666.17
Deduct:			
Drainage -- Stone Headwalls	1 LS	\$	(13,000.00)
Water Service to Park	1 LS	\$	(22,770.00)
Water Fountain	1 LS	\$	(12,050.00)
Post Hydrants	1 LS	\$	(2,745.00)
Electrical Service to Park	1 LS	\$	(13,050.00)
Allowance for ADEM/COE Permitting	1 LS	\$	(3,000.00)
SUBTOTAL		\$	357,051.17
Suggested Alternates			
No. 2 Planting	1 LS	\$	45,577.38
No. 4 Greenway/Oakdale Connection	1 LS	\$	42,261.37
TOTAL ESTIMATE FOR REVISED SCOPE		\$	444,889.92
New Alternates			
Electrical Service and Parking Lot lighting	1 LS	\$	30,000.00
Water Service, Fountain and Hydrants	1 LS	\$	38,000.00
TOTAL ESTIMATE FOR REVISED SCOPE AND ALL ALTERNATES		\$	512,889.92

APPENDIX 1



1
L-2
STONE TREEWELL



North Arrow
Scale: 1" = 30'

A Landscape Development Plan for:
Cahaba Park
Mountain Brook, Alabama
Minute Book 86

COMMISSION NUMBER	11-300
DRAWING DATE	02/28/14
DESIGNED BY/DATE	
DRAWN BY/DATE	
CHECKED BY/DATE	
DATE REVISION	

SHEET
L-2
107
Key Plan

(Proposed new clauses in *black italics*)

Sec. 109-32. Same—Amendments.

- (e) Section P2904.1 of the International Residential Code shall be hereby amended by adding the following provision:

"P2904.1.2 Sprinkler Exemption. Any homeowner may, upon application to the City, request an exemption to the sprinkler requirement of P2904.1.1 and such exemption shall be granted upon the following:

- a. The applicant must either confer with the Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems; and
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system.
- c. *The applicant must execute a release in a form approved by the City Manager which indemnifies the City against any claim arising from loss or injury allegedly due to this exemption or improper inspection or enforcement of City codes; said release shall be recorded in the Probate Office of Jefferson County, Alabama and shall run with the land.*
- d. *The applicant must pay the application fee of \$75.*

Exception:

- 1. No exemption shall be granted for any dwelling constructed less than 5 feet from the property line in accordance with Table R302.1(1).
- 2. No exemption shall be granted for 2-family dwelling units".

(Code 1996, § 4-2; Ord. No. 656, § 1; Ord. No. 1184, 1-9-1995; Ord. No. 1615, § 1, 1-12-2004; Ord. No. 1663, § 3, 4-11-2005; Ord. No. 1720, § 2, 11-13-2006; Ord. No. 1737, § 1, 6-25-2007; Ord. No. 1807, § 2, 1-11-2010; Ord. No. 1856, § 1, 8-22-2011; Ord. No. 1876, § 2, 9-10-2012)

(Proposed)

Sec. 109-34. Application for waiver of a code requirement.

The owner of any lot or other parcel of land who seeks a waiver of the City's right to enforce any requirement or part of this article shall not be granted such waiver unless and until:

- 1. He or she has completed an application for such waiver and submitted it to the City Inspection Department and thereby explained in writing why such waiver is sought for this particular property.
- 2. The City Council, at its discretion, after notice and hearing, has formally approved the waiver and defined its scope.
- 3. The owner has executed a release in a form approved by the City Manager which indemnifies the City against any claim arising from loss or injury allegedly due to this exemption or improper inspection or enforcement of City codes; said release shall be recorded in the Probate Office of Jefferson County, Alabama and shall run with the land.
- 4. The application fee of \$75 is paid to the City.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
FEBRUARY 24, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A 108) at 7:00 p.m. on Monday, the 24th day of February, 2014. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Joy Moman.

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

1. RECOGNITION OF GUESTS

Madeleine Odendahl and Samantha Kelly thanked the council for their support of the ongoing programs at the Museum of Art.

2. PROCLAMATION

Council President Smith read a proclamation (2014-015) proclaiming the week of March 3, 2014 through March 9, 2014 as Arbor Week in the City of Mountain Brook (Exhibit 1).

3. 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 February 10, 2014 meeting of the City Council.

2014-016	Reappoint Gina Thomas to Tree Commission to serve without compensation, with the term of office to end November 22, 2016.	Exhibit 2
2014-017	Reappoint Richard Goldstein to the MAX Transit Advisory Committee, to serve without compensation, with the term of office to end February 22, 2016.	Exhibit 3
2014-018	Accept the bid from Ingram Equipment Co., LLC for the purchase of a 16-foot platform skid and 15 foot (16 yard) dump bed both with hook lifts	Exhibit 4, Appendix 1
2014-019	Authorize the execution of a professional services agreement between the City and Sain Associates with respect to the Mountain Brook Sidewalks-Phase 9, CMAQ-PEI2() performance of field surveys and preparation of roadway plans.	Exhibit 5, Appendix 2

- 2014-020** Authorize the acceptance of a release and indemnification from Charles Keith Herron and Kelly Sims Herron with respect to the City's waiver of building code requirements for the property at 2709 Southwood Road. Exhibit 6, Appendix 3

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Vogtle 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

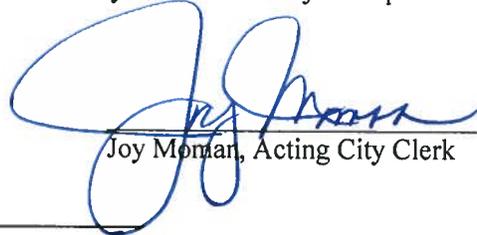
Council President Smith thereupon declared that said minutes and resolutions (no. 2014-016 through 020), are adopted by a vote of 5—0.

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, March 10, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. WORK SESSION

There being no further business to come before the City Council, President Smith announced that the council will now convene in a [public] work session to discuss a proposal to amend the City's Residential Building Code. President Smith also announced that the City Council will adjourn upon conclusion of the work session.



Joy Moman, Acting City Clerk

EXHIBIT 1

ARBOR WEEK PROCLAMATION

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

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

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

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

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

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

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

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

ARBOR WEEK

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

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

EXHIBIT 2

RESOLUTION NO. 2014-016

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

EXHIBIT 3

RESOLUTION NO. 2014-017

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

EXHIBIT 4

RESOLUTION NO. 2014-018

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

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

APPENDIX 1

EXHIBIT 5

RESOLUTION NO. 2014-019

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached

hereto as Exhibit A, with respect to the Mountain Brook Sidewalks-Phase 9, CMAQ-PE12() performance of field surveys and preparation of roadway plans.

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

APPENDIX 2

EXHIBIT 6

RESOLUTION NO. 2014-020

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the acceptance of a release and indemnification from Charles Keith Herron and Kelly Sims Herron with respect to the City's waiver of building code requirements for the property located at 2709 Southwood Road, in the form as attached hereto as Exhibit A.

APPENDIX 3

2/20/2014

City of Mountain Brook Mail - Council Agenda Item



Steve Boone <boones@mtnbrook.org>

Council Agenda Item

1 message

Ronald Vaughn <vaughnr@mtnbrook.org> Thu, Feb 20, 2014 at 4:30 PM
To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>
Cc: Darren Davis <david@mtnbrook.org>, Johnny Harris <harrisj@mtnbrook.org>, Cynthia Baldwin <baldwinc@mtnbrook.org>

After reviewing the bids we found that the low bid either met or exceeded our specification so we would like to go with Ingram Equipment for the Hook Lift system unit bid of \$27,857.00. And also two of the dump body boxes at \$4,985.00 each. The total cost will be \$37,787.00 and this item is in the budget, Ledger ID # 441-6690-6730-0703 \$41,575.00.

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

Thanks

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, Alabama 35243
205.802.3865 Office
205.967.2831 Fax
vaughnr@mtnbrook.org

Hook System Bid 2014.pdf
1834K

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

BID COVER SHEET

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

To Whom It May Concern:

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

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

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

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

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

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

Sam Gaston, City Manager and Purchasing Agent

Specifications for Purchase of a 24,000 lb. capacity Hook-Lift Roll-off Hider System installed on a 2009 International Maxx Force 10 7400 truck for the City of Mountain Brook's, Public Works Department.

BIDDER Ingram Equipment Co., LLC TELEPHONE 800-949-8723

ADDRESS 11 Monroe Drive

EMAIL soneil@ingramequipment.net

CITY Pelham STATE AL ZIP 35124

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

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

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

Sworn to and subscribed before me on this 14th day of February, 2014. Name: Sherry Onstiel, Title: Sales Coordinator, My Commission Expires: October 18, 2015

Project Coordinator: Johnny Harris 205-802-3869.

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

APPENDIX 1

https://mail.google.com/mail/u/0/?ui=2&ik=01587315e16&ui=ew&search=info&ui=144510ba#f151c22

1/1

Quote

Page: 1

Ingram Equipment Company, LLC
P.O. Box 1807
Pelham, AL 35124
(205) 963-3044

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

Salesperson: H41
Customer Number: MOUNTAIN

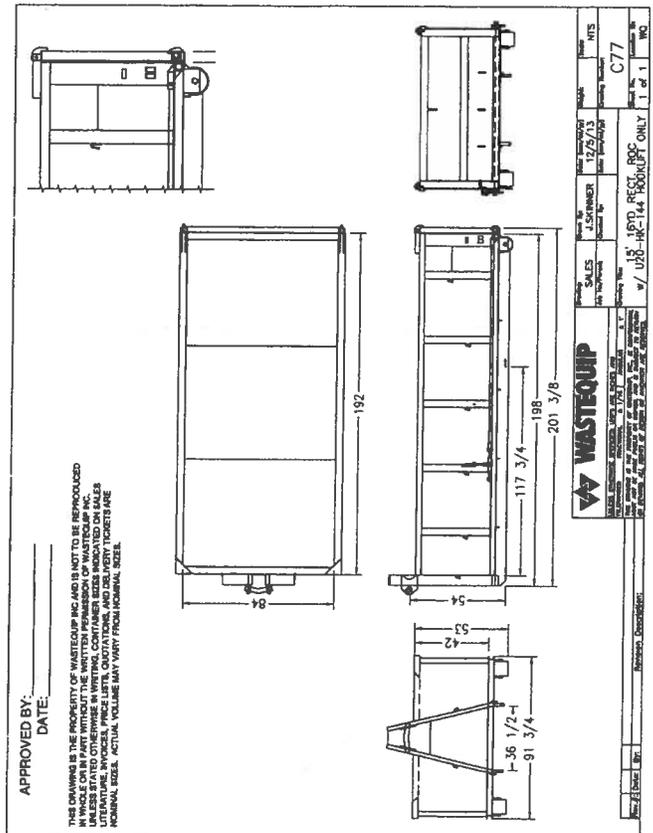
Sold To:
CITY OF MOUNTAIN BROOK
3579 EAST ST.
Birmingham, AL 35243
Cynthia Tyc

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

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

Table with columns: Item Code, Unit, Ordered, Shipped, Back Order, Price, Amount. Includes items like 16' PLATFORM SKID and 12' Long x 18' YD Rect.

Net Order: 18,845.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 18,845.00





February 20, 2014

SUBJECT: Mountain Brook Sidewalks - Phase 9
Project Number: CMAQ-PE121
Mountain Brook, Alabama - SA #13-0005

Contract Authorization

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

I. FIELD SURVEYS Lump Sum \$44,327.00

II. ROADWAY PLANS Lump Sum \$141,103.26

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

GRAND TOTAL - \$185,430.26

Sincerely,

ACCEPTED BY:

SAIN ASSOCIATES, INC.

City of Mountain Brook

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

Signature of Sam Latta
By: Sam Latta
Date: 2-26-14

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

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-8420 - f (205) 940-8433
www.sain.com

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 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

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

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

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

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

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 24th day of February, 2014.

Sain Associates

City of Mountain Brook, Alabama

By: _____

By: Sam Latta

Its: _____

Its: 2-26-14

APPENDIX 2



ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1030 BARRHEAD HWY. WEST
P.O. Box 2745
BIRMINGHAM, ALABAMA 35202-2745
Telephone: (205) 529-0620 FAX: (205) 254-3199



Robert Bentley
Governor

John R. Cooper
Transportation Director

August 5, 2013

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

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

Dear Mr. Gaston:

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

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

Attached is a copy of the man-day and fee proposal as reviewed by the Department. The fee for the corridor study has been revised from \$9,672 to \$8,074. The fee for field surveys has been revised from \$51,279 to \$45,327. The fee for roadway plans has been revised from \$151,382 to \$143,448. Therefore the maximum fee has been revised from \$212,333 to \$198,849. We feel this fee is just and fair compensation for field surveys, right-of-way map, tract sketches and deeds, roadway plans and related work.

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

Sincerely,

Brian Davis, P.E.
Third Division Engineer

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

BCDLAT/ldr
Attachment

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



July 26, 2013

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

SUBJECT: Mountain Brook Sidewalks - Phase 9
Project Number: CMAQ-PE121
Mountain Brook, Alabama - SA #13-0005

Dear Sam:

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

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

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

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

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 600 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6433
www.sain.com

APPENDIX 2

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July 26, 2013
Page 2

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

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

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

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



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Page 3

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

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

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

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

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

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



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Page 4

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

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

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

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

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



**SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS**

Rate:	
Principal	\$150.00 - \$170.00 per Hour
Engineer/Planner	\$80.00 - \$136.50 per Hour
Designer	\$74.00 - \$125.00 per Hour
Surveyor	\$68.00 - \$123.00 per Hour
Survey Crew (1-Person)	\$80.00 per Hour
Survey Crew (2-Person)	\$120.00 - \$126.00 per Hour
Survey Crew (3-Person)	\$100.00 per Hour
Survey Crew (Overseer, Holidays - 2-Person)	\$150.00 - \$186.00 per Hour
Survey Crew (Overseer, Holidays - 3-Person)	\$100.00 per Hour
Survey Per Diem	\$100.00 per Mile per Night
Administrative Support	\$67.50 per Hour

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

Reimbursable Expenses
Printing, contract carrier service, and travel expenses are included within our base fee.

Payment
To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc. shall include a charge at the rate of 1 1/2% per month from said date until paid in full. Sain Associates, Inc. reserves the right to suspend services until receipt of payment in full for all amounts due for services rendered and expenses incurred.

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

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

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

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

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

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

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

Revised 2013



Mountain Brook Sidewalks – Phase 9
July 26, 2013
Page 5

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

IV. EXCLUSIONS

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

V. TERMS AND CONDITIONS

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

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

Sincerely,

SAIN ASSOCIATES, INC.

Jim Meads

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

Alicia Bailey

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

ACCEPTED BY:

City of Mountain Brook

By: _____

Date: _____

APPENDIX 2



Nimrod Long
and Associates

L O N G

Lead Planners
Landscape Architects
Urban Designers

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

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

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

Dear Jennifer:

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

SCOPE OF SERVICES

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

Our design services will include the following:

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

COMPENSATION

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

Total \$12,595.00

Project No. CMAQ-PE12()				
County Jefferson				
Description Mountain Brook Sidewalks - Phase 9				
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr				
Project Length 1.84 Miles				
Consultant Sain Associates, Inc				
Out-of-pocket Expenses (Corridor Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit	1	30	\$0.565	\$ 16.95
Preliminary Meeting with City	1	12	\$0.565	\$ 6.78
Public Meeting	1	12	\$0.565	\$ 6.78
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ 30.51
Subsistence Cost				
Travel allowance (6 hour trips)	Days	# People	\$/Day	Total
Travel allowance (12 hour trips - meal provided by others)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 30.51
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
Color Prints	4	6	24	\$ 12.00
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ 268.00
Communication Cost (telephone, fax, etc.) Total \$ -				
Postage Cost (overnight, stamps, etc.) Total \$ -				
Other (provide description on next line) Total \$ -				
Total Out-of-pocket Expenses				\$ 318.51
Comments:				

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

Form Revised 1-3-13

Project No. CMAQ-PE12()				
County Jefferson				
Description Mountain Brook Sidewalks - Phase 9				
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr				
Project Length 1.84 Miles				
Consultant Sain Associates, Inc				
FIELD SURVEY				
Based on a	3	Man Crew	PLS	Crew
Task A: Mobilize/Unmobilize and Base Control Survey	0.25	0.00	0.00	0.00
A-1 Mobilize/Unmobilize and Base Control Survey	0.25	0.00	0.00	0.00
A-2 Contact Property Owners	1.00	0.00	0.00	0.00
A-3 Perform Base Control Survey	1.00	0.00	0.00	0.00
A-4 Conduct On-site Inspection	1.00	0.00	0.00	0.00
Task A Totals				3.50
Task B: Project Alignment and Profile	1.50	0.50	0.00	0.00
B-1 Establish Stationing	1.50	0.50	0.00	0.00
B-2 Establish Profile	1.75	0.00	1.00	0.00
B-3 Obtain Topographic Data	1.75	0.00	1.00	0.00
Task B Totals				3.25
Task C: Supplemental Control Surveys and Data Gathering	0.50	0.00	0.00	0.00
C-1 Topographic Control Surveys	0.50	0.00	0.00	0.00
C-2 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-3 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-4 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-5 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-6 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-7 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-8 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-9 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-10 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-11 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-12 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-13 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-29 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-30 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-31 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-32 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-33 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-47 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-48 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-49 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-56 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-57 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-58 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-59 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-60 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-61 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-62 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-63 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-64 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-65 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-67 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-71 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-73 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-82 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-85 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-86 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-87 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-88 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-89 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-90 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-91 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-92 Stationing Control Surveys	0.50	0.00	0.00	0.00
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C-94 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-95 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-96 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-97 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-98 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-99 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-100 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-101 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-102 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-103 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-104 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-105 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-106 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-107 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-108 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-109 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-110 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-111 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-112 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-113 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-114 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-115 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-116 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-117 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-118 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-119 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-120 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-121 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-122 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-123 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-124 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-125 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-126 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-127 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-128 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-129 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-130 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-131 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-132 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-133 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-134 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-135 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-136 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-137 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-138 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-139 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-140 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-141 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-142 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-143 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-144 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-145 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-146 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-147 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-148 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-149 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-150 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-151 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-152 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-153 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-154 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-155 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-156 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-157 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-158 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-159 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-160 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-161 Stationing Control Surveys	0.50	0.00	0.00	0.00
C-162 Stationing Control Surveys	0.50			

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

Consultant Sein Associates, Inc
Out-of-pocket Expenses (Field Survey)

TRAVEL COST					
Mileage Cost	Type	Miles/Trip	Rate	Total	
0	0	0	\$0.565	\$ -	
0	0	0	\$0.565	\$ -	
0	0	0	\$0.565	\$ -	
0	0	0	\$0.565	\$ -	
Total Mileage Cost				\$ -	
Subsistence Cost					
Travel allowance (6 hour trips)	Days	# People	\$/Day	Total	
0	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ -	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Bond ROW Map	10	1	10	2.40	24.00
Mylar ROW Map	0	0	0	16.50	165.00
	0	0	0	-	-
	0	0	0	-	-
	0	0	0	-	-
	0	0	0	-	-
Total Printing/Reproduction Cost				\$	189.00
Communication Cost (telephone, fax, etc.)					
					\$ -
Postage Cost (overnight, stamps, etc.)					
					\$ -
Other (provide description on next line)					
					\$ -
Total Out-of-pocket Expenses				\$	189.00

Comments:

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

Form Revised 1-3-13

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

Consultant Sein Associates, Inc

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.50	0.50	0.50	0.50
INDEX SHEET	1.00	0.50	0.50	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	3.00	0.00	0.00	0.25	0.75
PROJECT NOTE SHEET (Project)	1.00	0.50	0.50	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.50	0.50	0.50	0.50
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signs)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.00	0.00	0.50	0.50
TYPICAL SECTIONS					
Main Roadway	3.00	0.75	2.25	1.00	3.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	1.00	1.00	1.00	1.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	1.00	1.00	1.50	1.50
Culvert Extension, New Culvert	0.25	0.50	0.13	0.50	0.13
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	0.25	0.08	0.50	0.13
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.25	0.50	0.13	0.50	0.13
Side Drain Pipe	0.25	0.00	0.00	0.50	0.13
Signage	0.50	0.50	0.25	0.50	0.25
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.25	0.25	0.08	0.50	0.13
Striping & Pavement Markings	0.75	0.50	0.38	0.50	0.38
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	1.00	0.50	0.50	0.50	0.50
Sidewalk	0.25	0.50	0.13	0.50	0.13
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.50	0.25	0.13	0.25	0.13
Retaining Wall	0.25	0.50	0.13	0.50	0.13
Misc. Boxes	0.25	0.50	0.13	0.50	0.13

APPENDIX 2

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Form Revised 1-3-13

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

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Form Revised 1-3-13

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

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Form Revised 1-3-13

REVISED 12-27-10

EXHIBIT X

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Seis Associates, Inc.

Project Number: CMAQ-PEIA(1)

Contract ID#: _____ Supplemental Agreement #: _____

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

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 08/01/2011 - 07/31/2012

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

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

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

*Signature: [Handwritten Signature]

*Name of Certifying Official (Print): Uena Rutledge

*Title: VP Controller

Date of Certification (mm/dd/yyyy): 07/24/2013

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

APPENDIX 2

20140227000169200 1/2
BK: LK201411 Pg: 9571
Jefferson County, Alabama
I certify this instrument filed on
02/27/2014 03:43:05 PM ACDE
Scanned by Western Surety Company

This instrument was prepared by:
James B. Griffin
Bishop Colvin Johnson & Kent, LLC
1910 First Ave. North
Birmingham, AL 35203

STATE OF ALABAMA)
JEFFERSON COUNTY)

GRANT OF ACKNOWLEDGMENT, RELEASE, AND INDEMNIFICATION

RE: Certificate of Occupancy for
2709 Southwood Road, Mountain Brook, Alabama 35223

This Grant of Acknowledgment, Release, and Indemnification (ARelease) is made by Charles Keith Herron and Kelly Sims Herron (AOwners), the owners of residential property located at 2709 Southwood Road, Mountain Brook, Jefferson County, Alabama 35223 and more completely described as Lot 45A, Block 16, according to the Gorrie-Wittichen Survey as recorded in Map Book 224, page 80, in the Probate Office of Jefferson County, Alabama, Birmingham Division (the AProperty), in favor of the City of Mountain Brook, Alabama, a municipal corporation (the ACity).

WHEREAS, Section N1102.3.6 of the 2012 International Residential Code adopted by the City (the ACode) requires that double-paned windows be installed when renovating this home; and

WHEREAS, Owner has asserted that remodeling this older home to comply with Section N1102.3.6 of the Code would alter and diminish the beauty of the home and its historic design; and

WHEREAS, Owner has requested the City to issue a Certificate of Occupancy, despite the code-compliance issues, so that she may live in the home with the original windows or similarly designed windows; and

WHEREAS, upon completion of the renovations under Building Permit No. B041972, the City agrees to issue the Certificate of Occupancy based on the following enumerated conditions to which Owner agrees and assents through the execution of this Release and its recording in the public records of Jefferson County, Alabama;

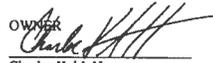
NOW, THEREFORE, for and in consideration of the above promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Page 1 of 3

2014-020
dtd 2/24/2014

2014-020

- Owner hereby RELEASES, EXONERATES, and DISCHARGES the City, its officials, employees, agents, and representatives (in their official and individual capacities) from any and every claim, action, suit, demand, judgment, cost, fee, expense, or liability of any kind or character whatsoever arising out of or relating to violations of the Code and the issuance of the Certificate of Occupancy for the Property;
 - Owner further agrees to indemnify and hold harmless the entities and persons hereby released from, against, and with respect to any and every claim, action, suit, demand, judgment, cost fee, expense, or liability of any kind or character that may be asserted against, imposed against, or incurred by the above-named Owner or her successors-in-title as a result of or by reason of any claimed breach of legal duty arising out of or relating to violations of the Code;
 - Owner SPECIFICALLY ACKNOWLEDGES and AGREES that the City has no legal obligation to issue the Certificate of Occupancy because the windows do not comply with Section N1102.3.6 of the Code;
 - Owner SPECIFICALLY ACKNOWLEDGES and AGREES that the City shall enforce compliance with the Code and other legal requirements of the Certificate of Occupancy with the sole exception of the windows and that the City has the legal right to do so; and
 - This Grant of Acknowledgment, Release, and Indemnification shall be recorded in the public records of Jefferson County, Alabama and shall be deemed to be an obligation that runs with the land.
- IN WITNESS WHEREOF, the said Owner has caused this instrument to be executed on this the 12th day of February, 2014.

OWNER

 Charles Keith Herron

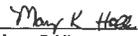
 Kelly Sims Herron

APPENDIX 3

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Charles Keith Herron, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the foregoing instrument, she executed the same voluntarily, on the day the same bears date.

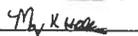
Given under my hand and official seal on this the 12th day of February, 2014.


 Notary Public
 My Commission Expires: Notary Public State At Large My Commission Expires: June 12, 2017 - Renewed: The Western Surety Company

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Kelly Sims Herron, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the foregoing instrument, she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal on this the 12th day of February, 2014.


 Notary Public
 My Commission Expires: Notary Public State At Large My Commission Expires: June 12, 2017 - Renewed: The Western Surety Company

Judges Ann L. King & Sherril C. Friday
JUDGE OF PROBATE
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
(205) 325-5411

Receipt for Services

Cashier: LMCDUFFIE Batch # 596390
 Date: 02/27/2014 Time: 03:43:05PM
 Customer Name: CITY OF MOUNTAIN BROOK

Date	Instrument No	Document Type	Transaction Type	MortAmt	Taxes	Pages	ConsAmt	Pg/Amt
2/27/2014	3:43:05PM 20140227000169200	AGREE	LR101411 9571	0.00	0.00	3	0.00	3
Party 1: HERRON CHARLES KEITH		Party 2:						
		Archival Fee				1.00		
		Recordation Stamp				1.00		
		Indexing				1.00		
		Recording Per Page				9.00		
		AGREE		Total:		22.00		
		Fee Total:				22.00		
CHECK	2465					22.00		
				Payment Total:		22.00		

100 1100 6402
S/Boone

20140227000169200 1/2
BK: LK201411 Pg: 9571
Jefferson County, Alabama
I certify this instrument filed on
02/27/2014 03:43:05 PM ACDE
Scanned by Western Surety Company

Total of Fees and Taxes - \$22.00
LMCDUFFIE

2014-020

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